

**IN THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION**

CRISTINA SCHROER,)	
Plaintiff,)	Case No: 18-CA-010072
)	Division: C
v.)	
)	
LAKE CHASE CONDO. ASS'N, INC.,)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff, CRISTINA SCHROER, (“Plaintiff”), individually and on behalf of the Settlement Class defined below, and Defendant, LAKE CHASE CONDOMINIUM ASSOCIATION, INC. (“LAKE CHASE”), (collectively, the “Parties”), voluntarily enter into this Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) to resolve all claims in this action, subject to the approval of the Court.

I. Recitals.

1. Plaintiff initiated this action by filing a Complaint on October 12, 2018. Plaintiff asserted claims on behalf of herself and a putative class against LAKE CHASE under Section 715.07, Florida Statutes, alleging that LAKE CHASE violated the notice requirements of the statute. Plaintiff asserted that LAKE CHASE failed to display any signage that strictly complied with Section 715.07(2)(a)(5) at its property. Plaintiff sought recovery of statutory damages and penalties pursuant to Section 715.07(4), Florida Statutes.

2. LAKE CHASE responded to the Complaint on November 30, 2018, by denying Plaintiff’s allegations. LAKE CHASE also raised several affirmative defenses, including those directed at Plaintiff’s class allegations.

3. The Parties have since reached an agreement, in principle, to resolve the matter, and are prepared to enter into this Agreement, which memorializes in full the terms of the Parties' amicable resolution of this case. The Parties were represented by competent counsel throughout this litigation and during all negotiations, which resulted in the execution of this Agreement.

4. Counsel for Plaintiff, who has significant experience representing class representatives and prosecuting class actions, investigated the law and facts relating to the claims asserted in the Complaint. Based on their experience in representing class representatives and litigating class action cases, Plaintiff's counsel has concluded that this Settlement is fair and reasonable and in the best interests of the Settlement Class as defined below ("Settlement Class"). Plaintiff's counsel has given due consideration to the benefits of amicably resolving this case as described herein and the risks and delays associated with further litigation including, without limitation, the risk that Plaintiff's motion for class certification may be denied.

5. The Parties make no admissions regarding the legal or factual merits of the underlying claim(s) and/or the Action, but seek to resolve their disputes by way of this Agreement only to avoid the risk and uncertainty associated with further litigation and to compromise.

6. LAKE CHASE expressly denies that it has engaged in any wrongdoing and denies that the statutorily-required notice under Section 715.07, Florida Statutes, was deficient. By entering into this Agreement, LAKE CHASE does not admit or concede any fault or liability in connection with any facts or claims that have been or could have been alleged against it in this action. LAKE CHASE denies that it has any liability whatsoever to Plaintiff or any

members of the Settlement Class. LAKE CHASE has entered into this Agreement solely to purchase peace and in recognition of the substantial expense and burden of continued litigation, the substantial period of time required to arrive at a judicial resolution of the issues presented, and the concomitant inconvenience, distraction, and disruption to its business operations.

7. Subject to the approval of the Court, the Parties propose to settle this Action on the terms set forth this Agreement.

II. Definitions.

As used in this Agreement, capitalized terms and phrases not otherwise defined have the meanings provided below:

8. Action: the above-captioned action, Schroer v. Lake Chase Condominium Association, Inc., Case Number 18-CA-010072, pending in Hillsborough County, Circuit Civil, Division C.

9. Agreement or Settlement or Settlement Agreement: this Class Action Settlement Agreement and Release.

10. Class Counsel: Felipe Fulgencio, Fulgencio Law, P.L.L.C.

11. Class Notice Date: the date that the Notice of Settlement is initially mailed to Settlement Class Members.

12. Class Period for the Settlement Class: October 12, 2014 through October 12, 2018.

13. Class Representative or Plaintiff: Christina Schroer.

14. Court: Hillsborough County Circuit Civil Division C.

15. Deadline to Opt Out or Object: the date the Court establishes as the deadline by

which Settlement Class Members must postmark a written notice of their intent to opt out of the Settlement and by which any objections to the Settlement must be filed with the Court. Settlement Class Members shall have sixty (60) days after the Notice of Settlement is mailed to opt out of or object to the Settlement.

16. Defendant or Lake Chase: Defendant, LAKE CHASE CONDOMINIUM ASSOCIATION, INC. (“LAKE CHASE”).

17. Effective Date: the first day after the first date on which all of the following have occurred: a) all Parties have executed this Agreement; b) the Court has preliminarily approved this Agreement; c) reasonable notice has been given to the Settlement Class Members, including providing them an opportunity to opt out, or object to the Settlement; d) the Court has held a final approval hearing, entered the Final Approval Order, awarded the Class Representative any incentive award, and awarded Class Counsel its reasonable attorneys' fees and costs; and, e) if there are written objections filed before the Final Approval Hearing and those objections are not withdrawn or overruled, the last of the following events to occur:

First, if no appeal of the Final Approval Order is filed by a timely objector, then the date on which objector's time to appeal the Final Approval Order has expired with no appeal;

Second, if an appeal of the Final Approval Order is filed by a timely objector, then after the Final Approval Order is affirmed by the appellate court, the date on which all applicable deadlines for filing any motions for rehearing or further appeal have expired without any such motion or further notice of appeal having been filed or any such motion for further appeal has been resolved with no possibility of subsequent appeal.

18. Final Approval Hearing: the hearing to be conducted by the Court, following the Court's preliminary approval of this Agreement, dissemination of the Notice of Settlement to the Settlement Class distributed by the Settlement Administrator, and required

notices distributed by the Settlement Administrator, at which time the Parties will jointly request the Court to finally approve the fairness, reasonableness and adequacy of the terms of this Settlement and to enter a Final Approval Order. Class Counsel will take the lead on preparing a draft of the Final Approval Motion and will coordinate finalizing the motion with input from all Parties, including the Released Parties as defined herein.

19. Final Approval Motion: The Parties' joint motion seeking final approval of this Settlement.

20. Final Approval Order: the Court's order granting final approval of this Agreement on the terms provided herein, or as the same may be modified by subsequent written mutual agreement of the Parties.

21. Settlement Proceeds: the amount of money exchanged to resolve this case, as follows, none of which LAKE CHASE opposes:

- a. any incentive fee award to the Plaintiff that the Court approves, up to \$950.00;
- b. any award of Class Counsel attorneys' fees up to \$20,000.00;
- c. Court-approved costs of the settlement administration process up to \$2,500.00; and
- d. reimbursement of up to \$55.00 per tow for each Settlement Class Member, up to a maximum total of \$6,215.00.

The maximum sum of the Settlement Proceeds is \$29,665.00, and shall be allocated as referenced above. Payment of the above amounts shall be the sole, total and only payment obligation that LAKE CHASE has in settlement of this Action.

22. Notice of Settlement: the Notice of Class Action Settlement approved by the Court in its Preliminary Approval Order, which shall be sent to the Settlement Class Members via U.S. Mail.

23. Parties: Plaintiff on behalf of herself and as Class Representative and Defendant, LAKE CHASE.

24. Preliminary Approval Motion: the Parties' joint motion seeking preliminary approval of this Settlement. Class Counsel will take the lead on preparing a draft of the Preliminary Approval Motion and will coordinate finalizing the motion with input from all Parties.

25. Preliminary Approval Order: the Court's order preliminarily approving this Settlement. Class Counsel will take the lead on preparing a draft of the Preliminary Approval Order and will coordinate finalizing the order with input from all Parties. The Parties intend to submit the Preliminary Approval Order to the Court contemporaneously with the Parties' joint motion for preliminary approval.

26. Released Parties: Defendant, LAKE CHASE, and each of their affiliates, parent companies, subsidiaries, predecessors, successors, corporate family members, officers, directors, partners, employees, attorneys, agents, insurers, representatives, trustees, principals, and assigns.

27. Settlement Class: The class of persons certified pursuant to Florida Rule of Civil Procedure 1.220, for settlement purposes only, consisting of approximately 113 members, defined as:

All persons whose vehicles were non-consensually towed from the privately owned property commonly known as Lake Chase located in Hillsborough County, Florida from October 12, 2014 through January 1, 2020.

The Settlement Class excludes any individuals who already received reimbursement from LAKE CHASE or who timely file a valid written notice of intent to opt out of the Settlement.

28. Settlement Class Members: any individual who is a member of the Settlement Class. Class Counsel has obtained a list of Settlement Class Members from a records request to the company that conducted the towing, HDR of Tampa, Inc. d/b/a Automotive Towing. Class Counsel will make the list available to LAKE CHASE, and LAKE CHASE will make a reasonable, good faith effort to identify the last known addresses of the Settlement Class Members in its records. LAKE CHASE and Class Counsel will provide a list of the names of each Settlement Class Member and their last known address to the Settlement Administrator within ten (10) days after issuance of the Preliminary Approval Order.

29. Settlement Account: the account that is established by the Settlement Administrator for purposes of administering monetary relief under this Agreement.

30. Settlement Administrator: American Legal Claim Services LLC, a third-party settlement administrator selected and retained by the Parties for purposes of administering the Settlement and mailing the Notice of Settlement and Settlement Payments to Settlement Class Members.

31. Settlement Payment: the portion of the Settlement Proceeds that each Settlement Class Member shall be entitled to receive, payable by check from the Settlement Administrator.

III. Monetary Benefits to the Settlement Class.

32. Settlement Account. Within ten (10) days of the Effective Date, the Settlement Administrator shall establish a Settlement Account for purposes of administering monetary relief under this Agreement, and shall provide Class Counsel and LAKE CHASE's counsel with any information relating to the Settlement Account that is

reasonably necessary for LAKE CHASE to fund the Settlement Account in accordance with the terms of this agreement.

33. Funding of Settlement Account. Within twenty (20) business days of the Effective Date, LAKE CHASE shall deposit a sum total of \$6,215.00 into the Settlement Account, which shall be used by the Settlement Administrator to pay Settlement Class Members.

34. Settlement Payments. In addition to the payments made to fund the Settlement Account in accordance with paragraph 33 of this agreement, if approved by the Court, LAKE CHASE will also issue a separate payment, directly to Plaintiff, SCHROER, in the amount of \$950.00, as an incentive fee award.

35. The amount of any unclaimed funds remaining in the Settlement Account, if any, after the deadline for cashing checks has passed, shall then be reverted to Defendant, LAKE CHASE, pursuant to paragraph 37 of this Agreement.

36. Manner of Distribution. The Settlement Administrator shall send the Settlement Payments to Settlement Class Members by U.S. Mail within thirty (30) days after LAKE CHASE has funded the Settlement Account. For purposes of this mailing, the Settlement Administrator shall use the address information that LAKE CHASE or Class Counsel provides for each Settlement Class Member in accordance with the terms of this Agreement, subject to appropriate updating of addresses by cross-referencing the National Change of Address Database. If any Settlement Payment is returned by the U.S. Postal Service with a forwarding address before the check's expiration date, the Settlement Administrator will promptly re-mail the check to the forwarding address. If the Settlement Payment is returned without a forwarding address, the Settlement Administrator or Class Counsel shall make

reasonable efforts to obtain a current address for the pertinent Settlement Class Member, and the Settlement Administrator shall re-mail the check if a current address is obtained before the check's expiration date.

37. Deadline for Cashing Checks. Each Settlement Class Member shall have sixty (60) Days from the date which appears on the face of check issued to him/her to negotiate his/her settlement check. If any funds remain in the Settlement Account after the 60-day deadline for Settlement Class Members to negotiate their settlement checks as a result of uncashed or undeliverable checks, the Settlement Administrator shall retain such funds in the Settlement Account for a period of ten (10) business days to allow for the processing and payment of any checks that may still be in the bank's check clearing process. Thereafter, the Settlement Administrator shall close out the Settlement Account by issuing a check for any remaining balance to LAKE CHASE.

38. Payments Not Considered Wages. The Parties agree that the Settlement Payments are not wages and shall not be treated as such by LAKE CHASE for tax purposes. The Settlement Administrator shall arrange for the preparation and filing of any tax reports, forms, and returns required to be filed, prepared or disseminated by the Settlement Account, and will send Class Counsel copies of any such filings and receipts of payment in a timely manner. Neither the Parties nor their respective counsel shall have any liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Settlement Account.

IV. Attorneys' Fees and Expenses; Costs of Administration.

39. Unopposed Motion for Attorneys' Fees and Expenses. At least ten (10) days prior to the Final Approval Hearing, Plaintiff will seek an order from the Court awarding Class Counsel their reasonable attorneys' fees in the sum total of \$20,000.00, which for purposes of

this Settlement only, LAKE CHASE has agreed not to dispute. This amount includes any and all costs expended by Class counsel in the prosecution of this matter. Payments of this sum will be made in four equal, monthly payments in the amount of \$5,000.00, payable to Fulgencio Law, PLLC. These payments are due on first of each month, commencing with the first month that is at least 30 days after the Effective Date of this Agreement.

40. Cost of Administration. The Parties agree that LAKE CHASE shall be responsible for up to \$2,500.00 of all costs of administration of the Settlement.

41. Other Expenses Borne by the Parties. Subject to Paragraph 39 above, each Party shall otherwise bear her/their/its own attorneys' fees and expenses.

V. Release of Claims

42. Plaintiff and Class Release. Effective as of the Effective Date, and in consideration of the benefits provided by this Agreement, the sufficiency of which is hereby acknowledged by the Parties, Plaintiff and all Settlement Class Members who have not opted out of the Settlement Class pursuant to the procedures set forth in this agreement fully and forever release, remise, waive, acquit, and discharge the Released Parties of and from any and all claims arising out of or in any way relating to the facts alleged in the Complaint filed in the Action, including, without limitation, any and all claims relating to violations of Section 715.07, Florida Statutes.

VI. Notice and Right to Opt Out or Object.

43. Notice to Settlement Class Members. The Settlement Administrator shall utilize the Court-approved Notice of Settlement, which form will be the only one utilized by the Settlement Administrator. The Settlement Administrator shall also post the Notice of Settlement on the proposed form of Settlement Administrator's website along with a list of other pertinent documents which will be available to Settlement Class Members on the Settlement

Administrator's website. Moreover, within ten (10) business days after receiving Court-approval of the format and contents of the Notice of Settlement, the Settlement Administrator will send the Notice of Settlement to all Settlement Class Members via first-class U.S. Mail, postage prepaid in the approved form. The Settlement Administrator shall also make the Notice of Settlement available on its website at the time when the Notice of Settlement is mailed to the Settlement Class Members.

44. Manner of Distributing Notice. For purposes of distributing the Notice of Settlement, the Settlement Administrator shall use the address information that Class Counsel and LAKE CHASE provide for each Settlement Class Member in accordance with Paragraph 36 of this Agreement, subject to appropriate updating by the Settlement Administrator or Class Counsel of addresses by cross-referencing the National Change of Address Database. If any Notice of Settlement is returned by the U.S. Postal Service with a forwarding address, the Settlement Administrator will promptly re-mail the Notice to the forwarding address provided. If the Notice of Settlement is returned without a forwarding address, the Settlement Administrator or Class Counsel shall make reasonable efforts to obtain a valid address for the pertinent Settlement Class Member, and mail the Notice to the updated address.

45. Settlement Telephone Number and Talking Points. Effective on the Class Notice Date, and through the expiration of the period for cashing checks, the Settlement Administrator shall establish a toll-free telephone number with an interactive voice response ("IVR") system that Settlement Class Members may call to obtain further information about the Settlement. The Settlement Administrator shall only discuss the talking points mutually agreed to by the Parties.

46. Settlement Website. Effective on the Class Notice Date, or as soon as thereafter practicable, and through the expiration of the period for cashing checks, the Settlement Administrator or Class Counsel shall establish an active website from which Settlement Class Members can download relevant forms such as the Complaint, the Notice of Settlement, the Term Sheet, this Agreement, and publicly-available copies of the pleadings in support of approval of the Settlement, Plaintiff's motion for attorneys' fees and expenses, Plaintiff's motion for class representative incentive fee award, and papers reflecting costs of administration.

47. Right to Opt Out. Settlement Class Members who wish to exclude themselves from the Settlement must submit a written statement requesting exclusion from the Settlement ("opt-out request"), postmarked no later than the Deadline to Opt Out or Object. Such opt-out request must state the case name and number, contain the name, address, telephone number, and email address of the Settlement Class Member requesting exclusion, and be personally signed by that Settlement Class Member. The opt-out request must be sent by U.S. Mail to the Settlement Administrator (at the address provided in the Notice of Settlement), and must be timely postmarked on or before the Deadline to Opt Out or Object. The Settlement Administrator shall provide the Parties' Counsel (as specified in Paragraph 71 below) with copies of all opt-out requests within five (5) business days after the Deadline to Opt Out or Object. Any Settlement Class Member who timely requests exclusion from the Settlement will not be entitled to any Settlement Payment and will not be bound by this Settlement or have any right to object, appeal or comment thereon. No opt-out request may be made on behalf of a group of Settlement Class Members.

48. Objections. Any Settlement Class Member who wishes to object to the Settlement

must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postmark to the Settlement Administrator (at the address provided in the Notice of Settlement) no later than the Deadline to Opt Out or Object. The Settlement Administrator shall provide the Parties' Counsel (as specified in Paragraph 71 below) with copies of all objections within five (5) business days after the Deadline to Opt Out or Object. The statement of objection must state the case name and number; specify the basis for the objection; provide the name, address, telephone number, and email address of the Settlement Class Member making the objection; and indicate whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel. In addition, any statement of objection must be personally signed by the Settlement Class Member and, if represented by counsel, then also by counsel. Any Settlement Class Member who fails to timely object to the Settlement in the manner specified above shall be deemed to have waived any objections to the Settlement and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

VII. Settlement Approval.

49. Preliminary Approval Motion. As soon as practicable after the Parties execute this Agreement, Class counsel will take the lead on preparing a draft of the Preliminary Approval Motion and will coordinate finalizing the motion with input from all Parties. The Parties agree to collaborate in good faith in the preparation and finalization of the Preliminary Approval Motion. The Preliminary Approval Motion will request that the Court (a) enter an agreed-upon Preliminary Approval Order; (b) certify the Settlement Class for settlement purposes; (c) appoint Plaintiff as the named Class Representative and Plaintiff's counsel as Class Counsel for Settlement purposes; (d) authorize distribution of the Notice of Settlement to the Settlement Classes; (e) set the

Deadline to Opt Out or Object; and (f) set a date for a Final Approval Hearing, not to occur until at least ninety (90) days after the Court's Preliminary Approval Order. The Parties agree to file the Preliminary Approval Motion upon approval by all Parties on the form and content of the motion.

50. Final Approval Motion. At least fourteen (14) days before the Final Approval Hearing, or on the date set by the Court (if different), the Parties shall file a Final Approval Motion. Class counsel shall take the lead on preparing a draft of the Final Approval Motion and Final Approval Order and will coordinate finalizing the motion and order with input from all Parties. The Parties agree to collaborate in good faith in the preparation and finalization of the Final Approval Motion and Final Approval Order. Prior to finalizing the Final Approval Motion, the Settlement Administrator shall provide Class Counsel and LAKE CHASE's Counsel with a report listing the names and addresses of all Settlement Class Members to whom the Settlement Administrator mailed a Notice of Settlement, and indicating which Settlement Class Members submitted a timely opt out request, if any, and which Settlement Class Members submitted a timely objection, if any (as well as copies of any such opt-outs or objections).

51. Class Certification for Settlement Purposes Only. The Parties' Settlement is contingent upon the Court's certification of the Settlement Class for settlement purposes. LAKE CHASE and the Released Parties do not contest certification of the Settlement Class for settlement purposes, but reserve the right to contest class certification if the Settlement Class is not certified or the Settlement is not approved.

52. Right to Terminate Settlement. The Parties shall each have the right to unilaterally terminate this Agreement by providing written notice of their election to do so

within ten (10) business days after: (a) the Court's refusal to certify the Settlement Class as defined herein; (b) the Court's refusal to grant preliminary approval of the Settlement after the Parties have attempted to re-submit the Preliminary Approval Motion at least one time addressing any issues raised by the Court as to the first Preliminary Approval Motion and/or this Agreement (or if the Preliminary Approval Order agreed to by the Parties is materially modified in a manner unacceptable to either Party); (c) the Court's refusal to grant final approval of the Settlement (or if the Final Approval Order agreed to by the Parties is materially modified in a manner unacceptable to either Party); or (d) only if any objection(s) are timely made, and, as a result of said objection, the date upon which the Final Approval Order is reversed, or if the Final Order is materially modified in a manner unacceptable to either Party by the Florida Second District Court of Appeals or the Florida Supreme Court. If there are no objections, Paragraph 54(d) is inapplicable.

53. The above notwithstanding, the Parties agree that should any of the conditions set forth in Paragraph 52 occur, the Parties will, within the above-indicated period, meet and confer in a good-faith attempt to reach agreement on a settlement of this Action.

54. In addition, LAKE CHASE shall have the right unilaterally to terminate this Agreement by providing written notice to Plaintiff's Counsel of its election to do so within ten (10) business days after the Deadline to Opt Out or Object if a total of fifteen (15) or more putative members of the Settlement Classes request exclusion from the Settlement by submitting timely opt-out requests.

55. Termination of Settlement. If the Settlement is terminated, the Parties will return to the *status quo*, and the Action shall proceed as if this Settlement had never been negotiated. In particular, it is agreed by the Parties that:

- (a) the Settlement proposed herein shall be of no further force and effect;
- (b) the agreements and definitions in this Agreement concerning the certification of the Settlement Class will not be used as evidence or argument to support class certification or the definition of any class in any further litigation, and LAKE CHASE will retain all rights to oppose the certification of any class in any further litigation; and this Agreement and all negotiations, proceedings and statements relating thereto, and any amendment thereof, shall be null and void and shall be without prejudice to the Parties or the Released Parties, and each Party and Released Party shall be restored to his, her or its respective position as it existed prior to the execution of this Agreement.

56. Settlement Modification. The Parties may agree by written stipulation of counsel to reasonable modifications of the timetables set forth in this Agreement or to modifications of the exhibits to this Agreement to effectuate the purpose of this Agreement or to conform to guidance from the Court, without the need to formally amend this Agreement.

57. Dismissal with Prejudice: Within five (5) days after the Effective Date, the Parties agree that they will jointly stipulate to the dismissal with prejudice of the Action. The Parties agree they will request that the Court retain jurisdiction to enforce this Agreement.

VIII. Other Provisions.

58. Mediation; Dispute Resolution. In the event that the Parties disagree upon the terms of this Agreement or as to any matter concerning the administration of this Class Action Settlement, the Parties and the relevant Released Parties agree to use their best efforts to

amicably resolve the dispute and to participate in mediation before an agreed upon mediator prior to seeking relief from the Court.

59. No Admission of Liability. The provisions contained in this Agreement and all negotiations, statements and proceedings in connection therewith shall not be deemed a presumption, a concession or an admission by LAKE CHASE or the Released Parties of any fault, liability or wrongdoing as to any fact or claim alleged or asserted in the Action or any other actions or proceedings and shall not be interpreted, construed, deemed, invoked, offered or received in evidence or otherwise used by any person in this Action or any other actions or proceedings, whether civil, criminal or administrative, except in a proceeding to enforce the terms or conditions of this Agreement. LAKE CHASE has denied and continues to deny each and every claim alleged in the Action. Accordingly, neither this Agreement, the Term Sheet, the settlement itself, any act performed nor document executed pursuant to or in furtherance of this Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or invalidity of any claim alleged in the Action, or of any wrongdoing or liability or lack thereof by LAKE CHASE or the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission or lack thereof of any of LAKE CHASE or the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. It is agreed that LAKE CHASE and the Released Parties may offer or introduce as evidence, or file with a court, administrative agency, or other tribunal, the Agreement or the Final Approval Order, as entered, with respect to any claims or actions that may be brought against them in order to support a defense based on principles of res judicata, collateral estoppel, claim or issue preclusion, release, good-faith settlement, judgment bar or reduction

or any other similar defense. The Parties and their counsel, and each of them, further agree, to the extent permitted by law, that all agreements made relating to the confidentiality of information exchanged in the Action shall survive and be unaffected by this Agreement.

60. No Waiver. A Party's failure to exercise any rights under this Agreement shall not constitute waiver of that party's right to exercise those rights later. No delay by any Party in exercising any power or right under this Agreement will operate as a waiver of that power or right, nor will any partial exercise of any power or right under this Agreement preclude other or further exercises of that or any other power or right. The waiver by one Party of any breach of this Agreement will not be deemed to be a waiver of any prior or subsequent breach.

61. Authority. The signatories below represent that they are fully authorized to enter into this Agreement. All class members who do not opt out are bound by the signature of the Plaintiff as to any settlement and/or judgment.

62. Best Reasonable Efforts and Mutual Full Cooperation. The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including, but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Agreement. The Parties will use their best reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary as ordered by the Court, or otherwise, to effectuate this Agreement and to secure the Court's approval of the Settlement.

63. Communications with Settlement Class Members. The Parties and their respective counsel shall not discourage any Settlement Class Member from participating in this Settlement or lobby or encourage any Settlement Class Member to opt out of the Settlement or object to the Settlement.

64. Binding Effect on Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

65. Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, arms' length negotiations between the Parties, and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or party's counsel participated in the drafting of this Agreement.

66. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, communications, and agreements between the Parties, and may not be amended, or any of their provisions waived, except by a writing executed by all Parties hereto. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their commercially reasonable best efforts to accomplish the foregoing terms and conditions of the Agreement. The Parties intend this Agreement to be a final and complete resolution of all disputes between them, relating to or arising out of, the subject matter of the Action. Accordingly, the Parties agree that the terms of the Agreement represent a good-faith settlement, reached voluntarily based upon adequate information and after consultation with legal counsel.

67. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

68. Venue. The Parties hereby agree that any action brought upon the enforcement of this Agreement shall be commenced or filed in the Thirteenth Judicial

Circuit, Hillsborough County, Florida.

69. Extensions. The Parties may agree, in writing, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of this Agreement.

70. Effect of Captions and Headings. Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

71. Notices. Unless otherwise specifically provided in this Agreement, any notices or communications to the Parties relating to this Settlement should be sent to their respective counsel in writing, and will be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested or as of the date of delivery confirmation by Federal Express, United Parcel Service or equivalent express carrier, as follows:

Plaintiff's Counsel:

Felipe B. Fulgencio, Esq.
Fulgencio Law, P.L.L.C
105 S. Edison Ave.
Tampa, FL 33606
Felipe@FulgencioLaw.com

Defendant's Counsel / Released Parties:

Bryan D. Hull, Esq.
Bush Ross, P.A.
1801 North Highland Avenue
Tampa, Florida 33602-2656
BHull@bushross.com

72. Counterparts. This Agreement may be executed in one or more counterparts.

All executed copies of this Agreement and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

73. Class Signatories. The Parties agree that because the Settlement Class Members are so numerous, it is impossible and impracticable to have each Settlement Class Member execute this Agreement. Therefore, the Notice will advise all Settlement Class Members of the binding nature of the release and will have the same force and effect as if executed by each Class Member.

74. No Assignment. Plaintiff represents and warrants that she has not assigned, transferred, or otherwise disposed of the claims released herein.

75. Non-Disparagement. The Parties shall make no statements to the press, issue no press release, nor make any other public statements describing this Settlement that disparage any Party and/or accuse any Party of wrongdoing.

76. Authority of Court. The administration and implementation of the Settlement as embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Agreement, including, but not limited to, enforcement of the Release contained in the Agreement. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement.

77. No Additional Obligations. There are no additional obligations on the Parties to provide any additional consideration or information other than the obligations contained in this Agreement.

IX. Execution. The undersigned, being duly authorized, have caused this Agreement to

be executed on the dates shown below and agree that it shall take effect on Effective Date, as defined in this Agreement, and provided that it has been executed by all Parties.

3/3/2021

DATE

2/26/21

DATE

DocuSigned by:

Cristina Schroer

AE8D73FBA640482...

CHRISTINA SCHROER, individually and as Class Representative

11 ERID M. SANTALIZ

LAKE CHASE CONDOMINIUM ASSOCIATION

By: Ingrid M Santaliz

Its: 2/26/21 / president