

**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 CONDOMINIUM ASSOCIATION, INC.,)	
Defendant.)	<u>CLASS REPRESENTATION</u>

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT
AND SCHEDULING FINAL APPROVAL HEARING**

THIS CAUSE came before the Court on April 21, 2021, at 10 am, upon the Motion for Preliminary Approval of Settlement Agreement filed by Plaintiff, Cristina Schroer, individually and on behalf of all others similarly situated (“Plaintiff”), and Defendant, Lake Chase Condominium Association, Inc. (“Lake Chase”), collectively referred to as the “Parties.” The Court, having considered the record before it and being fully advised of the premises of the proposed class settlement, makes the following findings:

1. Plaintiff and Lake Chase entered into a Class Action Settlement Agreement (“Settlement Agreement”) on March 3, 2021.
2. The Settlement Agreement was submitted to the Court for approval pursuant to Florida Rule of Civil Procedure 1.220.
3. Where the parties “seek certification of the class and approval of their settlement simultaneously, the trial court is required to apply heightened scrutiny and to take a more active role as a guardian of the interests of the absent class members.” Griffith v. Quality Distribution, Inc., 307 So.3d 791 (Fla. 2d DCA 2018) (quoting Grosso v. Fidelity National Title Ins. Co., 983 So.2d 1165, 1175 (Fla. 3d DCA 2008)).
4. The Court preliminarily and conditionally approves the terms set forth in the Settlement Agreement as fair, reasonable, adequate, and in the best interests of the members of the Settlement Class,

as defined in Paragraph five (5) herein, subject to further consideration and final approval by the Court after members of the Settlement Class have had an opportunity to consider the Settlement Agreement and elect to: (a) be bound by the terms set forth therein, (b) opt out of the terms set forth therein, or (c) object to the terms set forth therein.

5. Pursuant to Florida Rule of Civil Procedure 1.220(b)(3), the Court conditionally certifies a Settlement Class consisting of the following:

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" comprised of "Settlement Class Members"). The relevant time period for the Settlement Class is October 12, 2014 through January 1, 2020. Excluded from the Settlement Class are those persons who received a refund or entered into any settlement agreement and/or release with Lake Chase prior to the Execution Date of this Settlement Agreement.

6. A class may be certified when a plaintiff meets all four requirements under Florida Rule of Civil Procedure 1.220(a). Specifically, Rule 1.220(a) states:

Before any claim or defense may be maintained on behalf of a class by one party or more suing or being sued as the representative of all the members of a class, the court shall first conclude that (1) the members of the class are so numerous that separate joinder of each member is impracticable, (2) the claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class, (3) the claim or defense of the representative party is typical of the claim or defense of each member of the class, and (4) the representative party can fairly and adequately protect and represent the interests of each member of the class.

7. Based on the record, the Court finds conditionally and for purposes of settlement only, that (1) the members of the Settlement Class are so numerous that separate joinder of each member is impracticable, (2) Plaintiff's claims raise questions of law or fact common to the questions of law or fact raised by the claims of each member of the Settlement Class, (3) Plaintiff's claims are typical of the claims

of each member of the Settlement Class, and (4) Plaintiff can fairly and adequately protect and represent the interests of each member of the Settlement Class.

8. In addition to satisfying the prerequisites of Florida Rule of Civil Procedure 1.220(a), an action must also fall within one of three recognized types of class action lawsuits described in Florida Rule of Civil Procedure 1.220(b)(1) to (b)(3).

9. To present a claim on behalf of a class under Florida Rule of Civil Procedure 1.220(b)(3), the representative must establish:

(a) the question of law or fact common to the class is such that it “predominates” over any question of law or fact affecting individual class members; and

(b) class representation is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court finds preliminarily and for purposes of settlement only, that each of the requirements of Florida Rule of Civil Procedure 1.220(b)(3) have been satisfied, in that common questions of law and fact predominate and a class action is superior to other methods of resolution.

11. Pursuant to the Settlement Agreement, the Parties have agreed to settle this matter for the following: (1) a total of \$6,215.00 to be distributed on a pro-rata basis among the Settlement Class Members, up to \$55.00 for each Settlement Class Member who participates in the settlement, any remaining funds shall revert back to the Association, as the majority of alleged class members are association members or tenants thereof; (2) Class Counsel’s fees and costs of \$20,000; (3) settlement administration expenses and service payments up to \$2,500.00; and (4) Defendant’s agreement not to oppose a \$950 incentive payments to Cristina Schroer as Class Representative. The terms of the Settlement Agreement are fair, reasonable, and adequate to the Settlement Class and provide benefits that are in the range of similar class settlements.

IT IS HEREBY ORDERED THAT:

a. This Settlement Class Action is preliminarily approved, subject to further consideration and final approval by the Court after members of the Settlement Class have had an opportunity to consider their rights and elect to: (a) be bound by the terms set forth therein, (b) opt out of the terms set forth therein, or (c) object to the terms set forth therein.

b. The Settlement Class as defined herein is preliminarily and conditionally certified for settlement purposes only pursuant to Florida Rule of Civil Procedure 1.220.

c. Plaintiff, Cristina Schroer, is hereby preliminarily approved and conditionally appointed as Class Representative of the Settlement Class as defined herein for purposes of settlement proceedings.

d. Plaintiff's counsel, Felipe B. Fulgencio, Esq. is hereby preliminary approved and conditionally appointed as Class Counsel for the Settlement Class as defined herein for purposes of settlement proceedings.

e. American Legal Claims Services, LLC is hereby preliminarily approved as the Settlement Administrator under the terms and conditions set forth in the Settlement Agreement (the "Settlement Administrator").

f. The form of the Class Notice attached hereto is hereby approved as fair, adequate, reasonable, and consistent with due process requirements. The Class Notice is in compliance because it: (i) provides Settlement Class Members sufficient information to determine whether they are entitled to recovery, (ii) outlines the responsibilities of Settlement Class Members, (iii) does not impose excessive burdens on Settlement Class Members, and (iv) provides a clearly disclosed right of each Settlement Class Member to object to, or request exclusion, from the Class and Settlement Agreement.

g. Lake Chase shall make a good faith effort to provide the names and last known addresses of all Settlement Class Members set forth in the records maintained by or on behalf of Lake Chase to Class Counsel and/or the Settlement Administrator within fifteen (15) days of the date of this Order.

h. No later than fifteen (15) days after receiving the names and addresses of the Settlement Class Members from Lake Chase, the Settlement Administrator shall mail a Class Notice via first class mail in an envelope bearing the return Post Office address of the Settlement Administrator to each putative Settlement Class Member.

i. The form, mailing, and distribution of the Notice is the best notice practicable and shall constitute due and sufficient notice of the Settlement Hearing to all persons entitled to receive such notice, and fully satisfies the requirements of due process, Rule 1.220(e) of the Florida Rules of Civil Procedure, and applicable law.

j. No later than ten (10) calendar days before the Final Approval Hearing directed herein, Plaintiff shall file, or cause to be filed, appropriate affidavits of proof of mailing with respect to the Class Notice.

k. Any Settlement Class Member who wishes to opt out of the Settlement Agreement shall file a written notice with the Court no later than thirty (30) days before the Final Approval Hearing which shall be contemporaneously served on counsel for Lake Chase and Class Counsel at the following addresses:

Felipe Fulgencio, Esq.
Fulgencio Law
105 S. Edison Ave.
Tampa, FL 33606
Class Counsel

Bryan D. Hull, Esq.
Bush Ross, P.A.
1801 North Highland Avenue
Tampa, Florida 33602-2656
Counsel for Defendant Lake Chase Condominium Association, Inc.

l. Any Settlement Class Member who objects to the approval of the Settlement Agreement may appear at or attend the Final Approval Hearing as scheduled below and show why all the terms of the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate, and why a

judgment should not be entered thereon. Any such objection or any petition to intervene in this action by a Settlement Class Member shall be in writing and shall be filed with the Court no later than thirty (30) days before the Final Approval Hearing and contemporaneously served on counsel for Lake Chase and Class Counsel at the addresses set forth in the preceding paragraph. Any objection must include the name, the number of the case, and a statement of the reasons why the objector believes the Court should find the proposed Settlement Agreement is not in the best interests of the Settlement Class. The objection must include (i) proof that the objector or intervenor is a Settlement Class Member as defined herein, (ii) a statement of each objection being made, (iii) a detailed description of the legal authorities underlying each objection; and (iv) a list of exhibits and copies of such exhibits that the objector may proffer at the Final Approval Hearing.

m. The Court shall not consider any objection that does not comply with the Settlement Agreement or this Order, or which is not timely filed or served as required in the Settlement Agreement or this Order. No person shall be entitled in any way to contest the approval of the terms and conditions of the Settlement Agreement or the judgment to be entered thereon, except by filing and serving timely written objections in accordance with the provision of paragraph (i) above. Any Settlement Class Member who fails to object in the manner prescribed in the Settlement Agreement and this Order shall be deemed to have waived, and shall be forever foreclosed from raising any objections to the Class Settlement and/or Settlement Agreement, or asserting claims arising out of, relating to, or based in whole or part on any of the facts or matters alleged, or which could have been alleged, or which were otherwise at issue in this action.

n. All proceedings in this action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, are hereby stayed until further order of this Court. Settlement Class Members who do not timely and validly opt out and exclude themselves from the Settlement Agreement are enjoined from prosecution of any non-filed and pending individual or class claims that assert any claim(s) encompassed Paragraph 5 of this Order.

o. If the Settlement Agreement does not become final for any reason, the Settlement Agreement, any Settlement Class certification herein, and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall be null and void and of no further force and effect. In that event, neither the Settlement Agreement, nor any action taken pursuant thereto, nor the negotiation thereof by any party shall be considered an admission, concession, presumption, or received as evidence in this or any other action or proceeding.

p. The provisions in the Settlement Agreement, and all negotiations, discussions, and proceedings in connection with the Settlement Agreement, shall not constitute any admission by the Defendant of any wrongdoing. The Settlement Agreement and all negotiations, discussions, and proceedings in connection with the Settlement Agreement shall not be offered or received in evidence or used for any purpose in this or any other proceeding other than as necessary to enforce the terms of the Settlement Agreement.

q. The Final Approval Hearing will be conducted before the Honorable Judge Carl C. Hinson, or other presiding judge, in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, via Zoom (<https://zoom.us/j/8901592416>, Zoom Meeting ID is 890-159-2416), on July 22, 2021, at 11 am, to: 1) determine whether the preliminary certifications herein should be made final; b) determine whether the Settlement Agreement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class; c) determine whether an order and Final Judgment should be entered pursuant to the Settlement Agreement; d) hear and determine any objections to the Settlement; e) consider the application of Class Counsel for an award of attorneys' fees and expenses; and f) rule on such other matters as the Court may deem appropriate. The Court may adjourn the Final Approval Hearing without further notice to the members of the Settlement Class.

r. The Court reserves the right to approve the Settlement Agreement at or after the Settlement Hearing with such modification(s) as may be consented to by the parties to the Settlement Agreement and without further notice to the Class.

s. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to members of the Class.

DONE AND ORDERED in Hillsborough County, Florida this _____.

Electronically Conformed 5/25/2021

James Barton

Circuit Civil Judge

**COURT ORDERED
NOTICE**

Cristina Schroer

v.

*Lake Chase Condominium
Association, Inc.*

Class Action Notice

**Cristina Schroer v. Lake Chase Condominium
Association, Inc.**
c/o Claims Administrator
Address
City, State, Zip

PRSR FIRST CLASS
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 32216
PERMIT NO 584

8131-ΦX-008638

Postal Service: Please do not mark barcode
<<noticeid>> – <<keyline>>

1 * 1
<<fname>> <<lname>>
<<businessname>>
<<addrline1>>
<<addrcity>> <<addrstate>> <<addrzip>>

(Continued below)

A settlement has been reached in a class action lawsuit claiming Lake Chase Condominium Association, Inc. (“Lake Chase”) improperly non-consensually towed vehicles without having statutorily compliant signs on the property. Plaintiff alleges that Lake Chase directed/authorized the non-consensual towing of vehicles in violation of Fla. Stat. § 715.07 because it did not have tow away signage placed within five (5) feet of the public right of way. Lake Chase denies that it violated any law or regulation, and alleges vehicle owners received personal notice that vehicles were subject to towing, but has agreed to the settlement to avoid the uncertainties and expenses of litigation. The company that conducted the towing has identified 113 potential Settlement Class Members.

Am I a Class Member? Towing records indicate you are a member of the class that is defined as follows: “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 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.

What Will the Settlement Mean for Me? If the Court approves the settlement you will receive a payment by check. The Settlement Fund will be divided equally on a pro rata basis among all Settlement Class Members who do not opt out of the settlement. The gross amount payable to each Settlement Class Member will be a maximum of \$55.00. The settlement includes a release, which is binding on all class members.

What Do I Need to Do to Receive a Payment? To receive a settlement payment, you do not need to do anything. You will receive your pro-rata portion of the net Settlement Fund provided you do not opt-out of the Settlement, as described in further detail below.

(Continued on reverse side.)

Who Represents Me? The Court appointed attorney Felipe Fulgencio from Fulgencio Law, P.L.L.C to represent the Settlement Class. He will seek a service award of \$950.00 for the Named Plaintiff who brought this case. You may hire and pay for a lawyer at your own expense if you do not wish to be represented by Class Counsel.

What If I Don't Like the Settlement? You may exclude yourself from participating in the Settlement or object to its terms. To exclude yourself (“opt out”) and keep any rights you may have against Lake Chase concerning the signage at issue in this lawsuit, you must specifically state in writing that you want to opt out of the Settlement and send your written notice to the Claims Administrator by June 22, 2021. If you do not opt out of the Settlement, you may object to the terms of the proposed Settlement by filing a written objection with the Court by June 22, 2021 at 11 am.

If you object to the settlement, you must (i) provide the specific grounds for your objection; (ii) state whether your objection pertains to just you individually, or all or some of the proposed Settlement Class; and (iii) timely return your objection. If you “object” you cannot also request exclusion from the settlement. The Court may overrule your objection.

When Will the Court Consider the Proposed Settlement? The Final Approval Hearing will be conducted before the Honorable Judge Carl C. Hinson, or other presiding judge, in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, located at 800 E. Twiggs Street, Hillsborough County, Florida, on July 22, 2021 at 11 am, via zoom(<https://zoom.us/j/8901592416>, Zoom Meeting ID is 890-159-2416)

How May I Get More Information? For more information, contact the Claims Administrator, American Legal Claims Services, LLC, at 1.888.262.6221 via e-mail at schroervlakechase@americanlegal.com.

Please use this section to update your address

<<noticeid>>

<<keyline>>

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PLACE
STAMP
HERE

Schroer v. Lake Chase
c/o Claims Administrator
P.O. Box 23489
Jacksonville, FL 33241