

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PINELLAS COUNTY, FLORIDA**

**LISA VANDEBOE, individually, and on  
behalf of all others similarly situated,**

**Plaintiff,**

v.

**UPP GLOBAL, LLC d/b/a FLORIDA  
PARKING CO.,**

**Defendant.**

**Case No: 24-001908-CI**

**CLASS ACTION**

**ORDER GRANTING FINAL APPROVAL  
TO CLASS ACTION SETTLEMENT AND FINAL JUDGEMENT**

THIS CAUSE came before the Court on the Unopposed Motion filed by Lisa VanDeBoe, individually and on behalf of all others similarly situated, (“VanDeBoe” or “Plaintiff”), for Final Approval of the proposed Class Action Settlement and Final Judgment against UPP Global, LLC. The Court has reviewed the Settlement Agreement, filings in support of final approval, considered the discussion of counsel, and is otherwise advised. The Court hereby makes the following findings of fact and conclusions of law regarding Final Approval of this proposed Class Action Settlement:

**I. CLAIMS AND SETTLEMENT TERMS**

**A. Claims**

This is a class action for alleged violations of Florida’s Consumer Collection Practices Act, Fla. Stat. § 559, *et seq.* (“FCCPA”) in connection with parking “Citations” issued by Defendant. Defendant owns and/or operates several private parking lots within the State of Florida which allow individuals to park in the lots in exchange for payment. If individuals park in Defendant’s parking lots without paying, or if individuals overstayed the time for which they paid, Defendant issued notices for payment which assessed fees. (“Notices”). Plaintiff’s class action alleged that

the Notices violated the FCCPA because they contained misrepresentations regarding the consequences of failure to pay and because the use of the words “Citation” and “fine” gave the appearance that the Notice may have been issued by or affiliated with a governmental entity. The Settlement Class is defined as follows:

All persons in the State of Florida who paid Defendant for a parking Notice issued between April 30, 2022 and April 30, 2024.

**B. Monetary Relief**

Under the Settlement, Defendant will create a common fund of \$650,000, of which \$424,600 will be made available for cash payments to the Class Members. From the fund, each Paid Parking Class Members will receive a Settlement Payment equal to approximately 70% of their Notice payment ( $\$63 \times .70 = \$44$ ). Unpaid Parking Class member will automatically receive a Settlement Payment equal to approximately 25% of their Notice payment ( $\$63 \times .25 = \$15.75$ ). Any residual settlement funds (*e.g.*, funds from settlement checks un-cashed (because Class Members cannot be located, or checks not cashed 90 days after the check date, etc.) shall be awarded to Stetson University Consumer Law Program.

**C. Class Representative Award**

Under the Settlement Agreement, Plaintiff and Class Representative, Lisa VanDeBoe, shall receive an Incentive Award in the amount of \$10,000.00 for the risks and obligations taken on by him on behalf of the class, the time spent litigating the case, and his overall contribution to the litigation.

**D. Attorney Fees and Expenses**

The Parties have negotiated Attorney fees to Class Counsel in the amount of \$195,000.00.

**II. CLASS NOTICE, OPT-OUTS AND OBJECTIONS**

On August 11, 2025 this Court granted Preliminary Approval to this proposed Settlement.

The Preliminary Approval Order approved the form, substance, and requirements of the Notice of Settlement (the "Notice"). The class consists of approximately 23,423 Class Members.

The claims administrator issued Notice to the Class after Preliminary Approval was granted. As of the opt-out/objection deadline only four Class Members opted out and no Class Member has filed an objection to the terms of the Settlement.

### **III. CONCLUSIONS OF LAW REGARDING THE FAIRNESS OF THE SETTLEMENT TERMS**

To approve a class action settlement, the Court must evaluate whether the settlement is "fair, adequate and reasonable and is not the product of collusion between the parties." *In re Managed Care Litig.*, Master File No. 00-1334-MD-Moreno, 2003 WL 22850070, \* 2 (S.D. Fla. October 24, 2003). The factors that should be considered in making this determination are referred to as the "*Bennett* Factors" and include: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Id.* (citing *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984)). In determining the adequacy of the proposed Settlement, the Court need not and does not decide the merits of the case. Instead, this Court considers the submissions of the Parties and evaluates the Settlement under the *Bennett* factors to decide whether the terms appear to be fair, adequate, and reasonable.

Here, the Settlement provides a significant benefit to all Class Members. Receiving 70% and 25% refunds of the Notice charge depending on whether the class member paid for parking or not, is a substantial benefit given that the funds are in the hands of the Defendant and no class has

been certified. Additionally, there is risk associated with proceeding on a class basis. Accordingly, the *Bennett* factors considering the value of the case and the success on the merits weigh in favor of final approval.

Moreover, given the timing and legal obstacles to overcome if this case were litigated to a final conclusion, and the perils of maintaining an action through a final judgment and appeal, this Court finds that the Settlement provides a reasonable and adequate recovery that is fair to all Class Members. If this case were to proceed without settlement, the resulting litigation would be complex, lengthy, and expensive. As a result, the Court finds that the relief provided herein appears fair, adequate, and reasonable given the risks ahead.

This Court may also consider the opinions of the participants, including Class Counsel, when considering the fairness of a class action settlement. *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir. 1984), cert. denied, 459 U.S. 828 (1985). Class Counsel has adequate experience in the prosecution of large and complex consumer class actions. Counsel for the Defendant is likewise adequately experienced in complex litigation. This Court gives credence to the opinions of counsel, amply supported by the Court's independent review, that the Settlement is a beneficial resolution of the class action claims.

In addition to finding that the terms of the proposed Settlement are fair, reasonable, and adequate, the Court must also determine there is no fraud or collusion between the parties or their counsel negotiating the settlement terms. *Bennett*, 737 F.2d 986; *Miller v. Republic National Life Ins. Co.*, 559 F.2d 426, 428-29 (5th Cir. 1977). Here, there is no suggestion of fraud or collusion between the parties. Furthermore, the terms of the Settlement make it clear that the process through which the settlement was achieved was protracted, independent and fair. *Miller*, 559 F.2d at 429. Accordingly, the Court finds that terms of the Settlement Agreement, including all exhibits thereto,

are fully and finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Representative Plaintiff and the Class Members.

The Parties also agreed that the Representative Plaintiff, Lisa VanDeBoe, in addition to any recovery due to her as a member of the Settlement Class, will receive an Incentive Award of \$10,000.00 (“Incentive Award”), for her efforts in obtaining the above-described benefits for the Class. The Court finds that such an award is reasonable and appropriate in light of the risks and duties incurred by Ms. VanDeBoe and the results obtained for the Settlement Class.

Finally, the Parties have negotiated attorney fees and cost award to Class Counsel in the amount of \$195,000.00. This amount represents 30% of the Common Fund and the negotiated amount is therefore within the range of amounts normally awarded in such cases. See, *In re Home Depot Inc.*, 931 F.3d 1065, 1080 (11th Cir. 2019). As a result, the Court finds these negotiated amounts to be fair and reasonable and deserving of final approval.

Based on the foregoing, it is **ORDERED** and **ADJUDGED** that:

1. The Settlement Agreement is hereby **APPROVED, RATIFIED, and ADOPTED** as an Order of this Court. The Parties to the Settlement Agreement are ordered and directed to comply with the terms and provisions of the Settlement Agreement.

2. Without limiting any term of the Settlement Agreement, including the release of claims, it is hereby ordered and adjudged that the terms of the Settlement Agreement and of this Final Order and Judgment shall forever be binding upon, and shall have *res judicata* and preclusive effect, in any and all pending and future lawsuits maintained by the Representative Plaintiff and any and all other Class Members, as well as their heirs, executors, administrators, successors and assigns arising out of the claims advanced herein.

3. Defendant shall pay all remaining Settlement Proceeds to the Settlement

Administrator for the creation of the \$650,000 Common Fund in accordance with the provisions of the Settlement Agreement.

4. From the Common Fund Settlement Proceeds, the Settlement Administrator shall disburse all payments due to cover the cost of administration, Settlement Payments to the Class, the Incentive Award to Plaintiff Vandebroe, and Attorney Fees and Costs to Class Counsel. Any amounts remaining in the fund after all such payments have been made shall be paid to the Stetson University Law School Consumer Advocacy Program as a Cy Pres Award.

5. The Court RETAINS jurisdiction over all matters related to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement and Final Order and Judgment. Otherwise, this matter is dismissed WITH PREJUDICE.

**DONE AND ORDERED** in Chambers, Clearwater, Pinellas County, Florida this 13<sup>th</sup> day of October, 2025.

Electronically Conformed 10/14/2025

Patricia Muscarella \_\_\_\_\_