

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

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

Plaintiff,

Case No.: 24-001908- CI

CIVIL DIVISION

v.

UPP GLOBAL, LLC

d/b/a FLORIDA PARKING COMPANY,

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (hereinafter referred to as the “Agreement”) is entered into between Plaintiff, Lisa Vandebroe (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and Defendant UPP Global, LLC (“Defendant” or “UPP Global”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the “Released Claims” in favor of the “Released Parties,” upon and subject to the terms and conditions contained herein and the approval of the Court.

WHEREAS, on September 9, 2024, Plaintiff filed a Class Action Complaint asserting claims against Defendant, which owns and operates private parking lots in various locations within the State of Florida. Defendant operated its private parking lots as paid parking, allowing individuals to park in the lots in exchange for payment. If individuals parked in Defendant’s parking lots without paying, or if individuals overstayed the time for which they paid, Defendant

issued notices for payment of fees (“Notices”). Plaintiff alleged that the Notices contained misrepresentations regarding the consequences of failure to pay and that the language used made it appear that Defendant may have been affiliated with a municipality. Plaintiff alleged that Defendant therefore violated Florida’s Consumer Collection Practices Act, Fla. Stat. § 559, *et seq.* (“FCCPA”) and the Florida Deceptive and Unfair Trade Practice Act, Fla. Stat. § 501, *et seq.* (“FDUTPA”).

WHEREAS, by Order dated February 12, 2025, this Court dismissed Plaintiff’s FDUTPA claim based on arguments raised in Defendants’ Motion to Dismiss;

WHEREAS, the Parties continued to engage in discovery thereafter including the exchange of documents and depositions, including the deposition of Plaintiff Vandebroe;

WHEREAS, on December 19, 2024, the Parties engaged in an unsuccessful voluntary mediation with Mediator, Lance Harkey;

WHEREAS, the Parties continued to discuss resolution after mediation and eventually negotiated an agreement, under which the Parties desire and intend to settle and resolve the claims asserted in the Lawsuit on a class-wide basis;

WHEREAS, the Parties wish to avoid the expense and uncertainty of continued litigation;

WHEREAS, the Parties believe that settlement by way of this Agreement is in their best interests;

WHEREAS, Class Counsel believes that when the costs, risks, and delays of continued litigation and perhaps appeal are balanced against the benefits of an immediate settlement, that this settlement and the relief provided is in the best interest of all Class Members and is a fair, reasonable, and adequate resolution of the lawsuit;

WHEREAS, the Parties desire and intend to seek Court approval of this proposed class action settlement as set forth in this Agreement and, upon Court approval, to seek a Final Order and Judgment implementing this Agreement and dismissing with prejudice the claims of the Plaintiff and Class Members as set forth herein;

WHEREAS, the Parties and their counsel agree to recommend approval of this Agreement to the Court;

WHEREAS, the Parties agree to undertake all steps necessary to effectuate the terms and purposes of this Agreement, and to secure the Court's approval of this settlement.

WHEREFORE, in consideration of the promises, representations, and warranties set forth, the Parties stipulate and agree as follows:

1. DEFINITIONS - The following definitions shall apply to this Agreement.

A. "Action" shall mean *Lisa Vandebroe, et al., v. UPP Global, LLC*, Case No. 24-001908-CI, in the Circuit Court of the Fourth Judicial Circuit in and for Pinellas County, Florida.

B. "Settlement Class" shall be defined as:

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

The Settlement Class comprises of: (1) persons who paid to park in Defendant's parking lot, overstayed the time for which they paid, and subsequently paid the fee stated in Defendant's Notice (the "Paid Parking Class Members"); and (2) persons who did not pay to park in Defendant's parking lot but subsequently paid the fee stated in Defendant's Notice (the "Unpaid "Parking Class Members"). According to Defendant's business records, there are believed to be 23,423 Settlement Class members, including 8,850 Paid Parking Class Members and 14,573 Unpaid Parking Class Members.

- C. “Common Fund” shall mean the \$650,000.00 monetary fund created for the settlement of the Action, which is to be used to cover all costs of this Settlement including Settlement Payments to Class Members, Notice, Administration, Class Representative Award, Attorney Fees and Litigation costs.
- D. “Effective Date” shall mean the first calendar day after “Final Judgment Date” (as defined below).
- E. “Final Judgment Date” shall mean the later of (1) the date judgment is entered in this Action based on the Order containing the Court’s final approval of this Agreement, if no objections by any Class Members have been filed, or any statements of interest have been filed by government agencies, or an objection or statement of interest has been filed but has been withdrawn in writing or on the record before the conclusion of the final approval hearing by the Court; (2) if valid objections or statements of interest have been filed and are still pending on the date of the Court’s final approval of this agreement and such objections or statements of interest are later withdrawn, the date of the last such notice of withdrawal of objections or statements of interests; (3) the time for appeal from the judgment entered in the Court based on the Order containing the Court’s final approval of this settlement has expired, if any objections or statements of interest have been filed and not withdrawn before the conclusion of the final approval hearing before the Court; or (4) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer subject to review by any court, whether by appeal, petitions or rehearing or reargument, petitions for rehearing *en banc*, petitions for writs, and such appeal or other review has been finally resolved in a manner that affirms the Final Order in all material

respects. In this regard, it is the intention of the Parties that the Settlement shall not be effective until the Court's order approving the Settlement is completely final.

F. "Released Claims" shall mean all present and any and all future claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorney's fees of any nature whatsoever, whether based on any federal law, state law, common law, or of any other type or form (whether in contract, tort, or otherwise, including statutory, common law, property, and equitable claims), which Plaintiff or any Class Member has or may have against any Released Party arising out of or relating to the claims and allegations asserted in the Action.

G. "Released Parties" shall include Defendant, UPP Global, LLC and its predecessors, successors, assigns, past or present directors, officers, employees, and agents.

2. SETTLEMENT CONSIDERATION - In consideration for the foregoing releases, the Parties agree to the following:

A. COMMON FUND – Subject to Final Approval of the Court, Defendant shall make payment to the Settlement Administrator a Common Fund in the amount of \$650,000.00 payable within fourteen (14) days of the Effective Date.

B. MONETARY SETTLEMENT PAYMENTS – Each Paid Parking Class Member that does not opt out will automatically receive a Settlement Payment equal to approximately 70% of their Notice payment ($\$63 \times .70 = \44). When combined, the total of these payments from the Common Fund will equal \$264,600 ($\$378,000 \times .70 = \$267,500$).

Each Unpaid Parking Class member will automatically receive a Settlement Payment equal to approximately 25% of their Notice payment ($\$63 \times .25 = \15.75). When combined, the total of these payments from the Common Fund will equal $\$160,000$ ($\$640,000 \times .25 = \$160,000$).

Settlement checks shall be issued by the Class Administrator to every class member within 30 days of the Effective Date. These benefits will be distributed automatically and do not require any action be taken by the Class Member. In other words, this is not a “Claims Made” type settlement.

Defendant’s obligations per this paragraph will be considered fulfilled upon the mailing of the settlement checks by the Class Administrator, regardless of whether specific settlement checks are received, returned, or cashed. The Class Administrator will be obligated to forward all settlement checks returned with a forwarding address to such forwarding addresses. Each settlement check will be negotiable for a period of 90 days after it is mailed, and the checks shall prominently so state.

Once all Settlement Payments are issued ($\$424,600$), the Common Fund will have a balance of approximately $\$225,400$ to pay Class Administration, Class Representative Award, Attorney Fees and Costs.

B. Cy Pres Award - 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.) and after Administration Costs, Class Representative Award, Attorney Fees and Costa are paid in full, remaining funds shall be awarded to the Stetson University Consumer Law Clinic for use in consumer representation and advocacy.

C. Class Representative Service Award and Settlement – Plaintiff Vandebroe shall be paid from the Common Fund a Class Representative Award equal to \$10,000 for her time in this matter and for her service as Class Representative.

2. CLASS CERTIFICATION - Concurrent with seeking preliminary approval of the Settlement, counsel for the Plaintiff shall seek certification for settlement purposes of the Settlement Class defined herein and pursuant to Florida Rule of Civil Procedure 1.220(b)(3).

3. REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT - For settlement purposes, and subject to Court approval, Plaintiff Vandebroe shall be appointed to act as the Class Representative and Jeffrey Newsome, Brian Warwick, Christopher Brochu, Janet Varnell, and Pamela Levinson of Varnell & Warwick, P.A. shall be appointed to act as Class Counsel for and on behalf of the Settlement Class (“Class Counsel”).

4. PRELIMINARY APPROVAL - The Parties agree that they shall have until July 31, 2025 to submit the Settlement Agreement and Motion for Preliminary Approval to the Court and to request a Preliminary Approval Hearing as soon as the Court and the parties are available. Defendants shall join in the relief sought in the Motion for Preliminary Approval.

5. FINAL ORDER AND JUDGMENT - If the Court preliminarily approves the settlement, and all other conditions precedent to the settlement are satisfied, and notice has been issued to the Class, counsel for the Parties shall jointly file a Motion for Final Order and Judgment.

6. ADMINISTRATION AND CLASS NOTICE PROCESS – The Parties have agreed to use American Legal Claim Services, LLC, in Jacksonville, Florida to act as Settlement Administrator issuing Notice to the Class and settlement payments. (“Class Administrator”). The cost of administration is estimated to be \$45,000 to be paid from the Common Fund. Any

administration costs that exceed this amount will be paid from the Common Fund prior to any *Cy Pres* distribution.

A. Written Notice – Within 30 days of the entry of the Court’s Preliminary Approval Order, the Class Administrator shall send via U.S. mail a written notice of the proposed class action settlement as approved by the Parties and submitted to the Court as an exhibit to the Memorandum of Law in Support of Preliminary Approval. For purposes of this Agreement, the Class Notice Date shall be 30 days after entry of the Court’s Preliminary Order.

B. Address Updating/Mail Returns - Before sending the written notice required by the previous subparagraph, the Class Administrator shall update all Class Member addresses through the standard methodology that the administrator regularly uses to update mailing addresses. The Class Administrator shall use the list of addresses provided by Defendant. Defendant shall provide the list within 15 days of the entry of the Court’s Preliminary Approval Order. The Class Administrator will forward any notices that are returned with a forwarding address and shall update the Class Member address list accordingly. Defendant bears no responsibility for the accuracy of addresses provided under this Agreement.

7. REQUESTS FOR EXCLUSION AND OBJECTIONS - The Class Administrator shall receive, collect and administer any and all requests for exclusion, and promptly send a copy of all exclusion requests to counsel for the parties for appropriate docketing. At the conclusion of the Notice Period and in preparation for Final Approval, the Class Administrator shall provide a declaration detailing compliance with the Notice plan and receipt of any opt out or objections.

A. Any Class Member who desires to be excluded from the class must send a written request for exclusion to the Class Administrator with a postmark date no later than 45 days of the Class Notice Date. The Class Administrator shall promptly provide a list of each Class

Member who submitted a timely exclusion to counsel for Defendant and Class Counsel. A copy of this list will be filed with the Court, along with the Plaintiff's Motion for Final Approval of Class Action Settlement.

B. In the written request for exclusion, the Class Member must simply include his or her full name and address along with a statement indicating that he or she wishes to be excluded from the Settlement Class.

C. Any Class Member who submits a valid and timely request for exclusion shall not be bound by the terms of this Agreement or the Release herein.

D. Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Clerk of the Court, and Counsel for Defendants and Class Counsel within 45 days of the Class Notice Date. In the written objection, the Class Member must state: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; and, whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel.

E. Any Class Member who does not file a valid and timely objection to the settlement shall be barred from objecting to the settlement.

F. Defendant reserves all of its rights and defenses with respect to any potential opt-out Class Members.

1. RELEASES - As of the Effective Date, Plaintiff and the Class Members shall discharge the Released Parties from the Released Claims.

10. ATTORNEY' S FEES, COSTS, AND EXPENSES – Class Counsel shall seek payment from the \$650,000 Common Fund Attorney Fees and Costs not to exceed 30% (\$195,000) of the Common Fund as approved by the Court. Defendant shall have no further obligation with

respect to Class Counsel's fees, costs, and expenses beyond the amounts set forth in this paragraph and deducted from the Common Fund.

11. DEFAULT – In the event Defendant defaults on its payment obligations, Defendant and the Released Parties agree that the Court may retain jurisdiction to enter final judgment against Defendant and the Released Parties for any amounts due and owing, and any other relief that this Court deems just and proper.

12. TERMINATION - After completing good faith negotiations, Plaintiff and Defendants shall each have the right, in their sole discretion, to terminate this Agreement by providing written notice to the other within seven (7) days of:

- A. The Court's refusal to enter an Order Preliminarily Approving this Class Action Settlement;
- B. The Court's refusal to grant Final Approval to the Settlement following notice to the Class Members and the fairness hearing; or.
- C. The Court's refusal to enter a Final Order and Judgment.

If Plaintiff or Defendant terminate this Agreement as provided herein, the Agreement shall be of no further force or effect, and the Parties' rights and defenses shall be restored, without prejudice to their respective positions as if this Agreement had never existed.

12. MISCELLANEOUS PROVISIONS

A. This Agreement is for settlement purposes only. The Parties acknowledge that this Agreement is not an admission of wrongdoing, negligence, or liability by Defendant. This Agreement shall not be offered or be admissible against Defendant, or cited or referred to in any action or proceeding for liability purposes, except in an action or proceeding brought to enforce its terms.

B. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

C. This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, including any and all other mediation and settlement agreements. The terms of this Agreement are contractual.

D. This Agreement shall be interpreted in accordance with Florida law.

E. Any dispute, challenge, or question relating to this Agreement shall be heard by this Court.

F. The Parties shall request that the Court retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all Class Members, and over the administration and enforcement of this Agreement.

G. This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

H. No person shall have a claim against Plaintiff, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, or the Released Parties or their agents based on administration of the Settlement.

I. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel hereby agree not to engage in any communications with the media or the press that relate to this Agreement or this Action.

J. In the event that any of the provisions of this Agreement is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect other

provisions of this Agreement if Defendants and Plaintiff mutually elect to proceed as if the invalid or unenforceable provision had never been included in the Agreement.

K. This Agreement shall be deemed to have been drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such party.

L. This Agreement may be signed in counterparts. The separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed, by their duly authorized attorneys.

Jul 23, 2025

Dated: _____, 2025.

Individually and as Class Representatives

LISA J VANDEBOE
LISA J VANDEBOE (Jul 23, 2025 19:02:39 EDT)

Lisa Vandebroe, Plaintiff

Signed by:


BC9F84E02C184DF...

UPP Global, LLC d/b/a/ Florida Parking Co.