

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

HEATHER PURNELL on behalf of all  
those similarly situated,

Plaintiff,

CASE NO.: 20-CA-002152

v.

DIVISION: K

LARSENS AUTOMOTIVE, LLC d/b/a  
LARSENS TOWING AND AUTOMOTIVE,

Defendant.

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**JOINT MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT**

The parties to this litigation, Plaintiff HEATHER PURNELL (“Plaintiff”), individually and on behalf of the Settlement Class (the “Class”), and Defendant LARSEN’S AUTOMOTIVE, LLC d/b/a LARSENS TOWING AND AUTOMOTIVE (“Larsen’s” or “Defendant”), by and through their respective undersigned counsel, having executed the attached Class Action Settlement Agreement and Release (“**Settlement Agreement**”) (**Exhibit A**), and being of the opinion that the Settlement Agreement represents a fair, reasonable and adequate resolution of this litigation, respectfully submit the Settlement Agreement to the Court for preliminary approval. The parties jointly move this Court to enter the proposed Order Preliminarily Approving Proposed Settlement (**Exhibit B**), subject to final approval by the Court after a fairness hearing. In support of the motion, the parties state as follows:

1. The Plaintiff alleges that she was non-consensually towed from the Visconti apartment complex parking garage in Hillsborough County, Florida, and was subsequently charged

excessive fees for storage of her vehicle on Larsen's impound lot, based on the time it was on Larsen's lot and the prescribed rate of fees allowed under the local Hillsborough County Ordinance (the "Ordinance") which regulates permissible fees for storage rates.

2. The Plaintiff, individually and on behalf of a putative class of similarly situated persons, filed the above-styled class action lawsuit against Larsen's, alleging, among other things, that the charges by Larsen's pursuant to Ordinance constituted violations of the Florida Consumer Collection Practices Act ("FCCPA") and the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").

3. Larsen's denies the Plaintiff's claims and allegations, denies they did anything wrong or contrary to law, and contend they have properly charged non-consensual tow customers for storage fees. However, in the interest of resolving this matter, and to avoid the time, expense and uncertainty of litigation, Larsen's has entered into the Settlement Agreement with the Plaintiff.

4. The parties commenced settlement negotiations and ultimately reached an agreement resolving the above styled action pursuant to the Settlement Agreement attached as Exhibit A. The Settlement Agreement sets forth in detail all of the terms of the agreement between the parties, which terms are incorporated into this Joint Motion.

5. Prior to entering into the Settlement Agreement, Class Counsel exercised care and due diligence in ascertaining the factual basis for the claims, the size of the class, the scope of the proposed settlement, and the terms of the Settlement Agreement.

6. When a class action claim is to be compromised or settled, Florida Rule of Civil Procedure 1.220(e) requires the approval of the court after notice and hearing. The court grants approval when the settlement is fair and reasonable and procedurally proper. The court considers nine factors:

- (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 risks of establishing liability;
- (5) the risks of establishing damages;
- (6) the risks of maintaining a class action;
- (7) the ability of the defendants to withstand a greater judgment;
- (8) the range of 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.

*Grosso v. Fid. Nat. Title Ins. Co.*, 983 So.2d 1165, 1173 (Fla. 3d DCA 2008). The same criteria are used in federal courts. See *Medical & Chiropractic Clinic, Inc., v. KMH Cardiology Centres Incorporated*, 8:16-CV-644-T-23JSS, 2017 WL 2773932 (M.D. Fla. June 1, 2017). Here, consideration of all factors confirms that the Settlement Agreement is fair, reasonable, and procedurally proper.

7. Because this is a proposed class action settlement pursuant to Rule 1.220, the parties jointly seek entry of an order granting preliminary approval of the Settlement Agreement as fair, adequate and reasonable to the parties and to all putative class members; conditionally certifying the class, subject to the final approval of the settlement agreement; approving the proposed form of notice to the class and the manner of distributing the notice; and setting a date for a hearing at which time the fairness of the proposed settlement agreement will be presented to the Court.

WHEREFORE, the parties respectfully request that the Court grant preliminary approval of the Settlement Agreement pursuant to Rule 1.220, in accordance with the proposed order attached hereto as “Exhibit B.”

/s/ Charles A. Carlson

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*Attorneys for Plaintiff*

Dated: February 10, 2023

Dated: February 10, 2023

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY on 10<sup>th</sup> day of February 2023, pursuant to Florida Rules of Judicial Administration, Rule 2.516, I electronically filed the foregoing with the Clerk of Court by using the Florida Court Eportal System that will send a notice of electronic filing to:

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Primary Email: [ccarlson@olalaw.com](mailto:ccarlson@olalaw.com)  
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*Attorneys for Defendant*

CRAIG E. ROTHBURD, P.A.

/s/ *Craig E. Rothburd*  
CRAIG E. ROTHBURD, ESQ.-FBN: 0049182  
*Counsel for Plaintiff*

# EXHIBIT A

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

HEATHER PURNELL on behalf of all  
those similarly situated,

Plaintiff,

v.

LARSENS AUTOMOTIVE, LLC d/b/a  
LARSENS TOWING AND AUTOMOTIVE,

Defendant.

CASE NO.: 20-CA-002152

DIVISION: K

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“**Agreement**”) is entered into by between Heather Purnell (“Plaintiff”), individually and on behalf of the Settlement Class (the “Class”), and Larsen’s Automotive, Inc., (“Defendant”) (collectively, the Plaintiff, the Class and Defendant will be referred to as the “Parties”) to provide for the settlement (the “Settlement”), on a class action basis, contingent upon the approval of the Court following mediation conducted over several days. The Parties acknowledge that Defendant disputes the merits of Plaintiff’s claims and that this Agreement is entered into solely to end litigation and buy peace and shall not constitute an admission of liability, fault, damage or wrongdoing on the part of Defendant.

1. **DEFINITIONS.** As used in this Agreement, the terms set forth below shall have the following meanings:

- a. “Action” means the above-captioned lawsuit.
- b. “Aggregate Settlement Amount” means the sum of all Settlement Amounts Due, as calculated pursuant to paragraphs 4.a and 4.b.
- c. “Agreement” means this Settlement Agreement and Release.
- d. “Class Counsel” means Craig E. Rothburd, P.A., Jeeves Law Group, P.A., and the Baird Law Group.

e. “Class Data” means the data and information produced by the Defendant in the Action relating to the Class Members.

f. “Class List” means the database or similar format of Class Member names and addresses provided to the Settlement Administrator by the Defendant no later than 30 business days after entry of the Court’s Preliminary Approval Order, unless otherwise ordered by the Court or agreed to by the Settling Parties.

g. “Class Members” means those persons who are members of the Settlement Class as defined in Section 3 of this Agreement, who have not timely excluded themselves in accordance with Section 7 of this Agreement. The term “putative Class Members” shall refer to the larger group of persons who fall within the definition of the Settlement Class in Section 3 of this Agreement before the Opt-Out Deadline.

h. “Class Notice” means the Notice of Class Action Settlement as approved by the Court in its Preliminary Approval Order to be sent to Class Members by mail. The Settling Parties’ proposed Class Notice is attached hereto as “**Exhibit A.**”

i. “Class Notice Date” means the date that the Class Notice is mailed to Class Members pursuant to Section 6 of this Agreement (which shall be no later than 20 days after the Settlement Administrator receives the Class List, unless otherwise ordered by the Court or agreed to by the Settling Parties).

j. “Class Period” means the period of time beginning on December 6, 2017, and ending on December 31, 2022.

k. “Class Release” means the Class Release as defined and described in paragraph 11.a.

l. “Cy Pres Amount” means those amounts in total in the Settlement Fund attributable to Void Checks.

m. “Defendant” means Larsen’s Automotive, LLC

n. “Effective Date” means the latest of the following dates: (a) the date of rendition of the Final Approval Order and Judgment by the Court; (b) the expiration date of the



time for filing a notice of appeal from the Final Approval Order and Judgment if any timely objections are filed but no appeal is filed; or (c) if a notice of appeal is timely filed, the date on which all appellate remedies are exhausted without a reversal of the Final Approval Order and Judgment.

o. “Final Approval Hearing” means the hearing to be requested by the Settling Parties and conducted by the Court, following appropriate notice to Class Members and an opportunity for the Class Members to exclude themselves from the Settlement Class or to object to the Settlement, at which time the Settling Parties will jointly request the Court to finally certify the Settlement Class for settlement purposes only, to approve the fairness, reasonableness and adequacy of the terms and conditions of this Settlement Agreement and to enter a Final Approval Order and Judgment.

p. “Final Approval Motion” means Plaintiff’s motion seeking final approval of this Settlement Agreement.

q. “Final Approval Order and Judgment” means the final order and judgment to be entered by the Court pursuant to this Agreement and in substantially similar form as “**Exhibit C.**”

r. “Objection Deadline” means the date which is thirty (30) days after the Class Notice Date.

s. “Opt-Out Deadline” means the date which is thirty (30) days after the Class Notice Date.

t. “Plaintiff” means Heather Purnell.

u. “Preliminary Approval Date” means the date on which the Preliminary Approval Order is filed with the Clerk of the Court.

v. “Preliminary Approval Motion” means Plaintiff’s motion seeking preliminary approval of this Agreement.

w. “Preliminary Approval Order” means the Court’s order preliminarily approving this Agreement and preliminarily certifying the Settlement Class for settlement

purposes only, setting a date for the Final Approval Hearing, and providing for notice of the terms of this Agreement to be sent to Class Members, with such order to be in substantially similar form as the attached “**Exhibit B.**”

x. “Released Claims” means all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, penalties, attorney’s fees and costs, liens, judgments, and demands of any kind whatsoever that each Class Member has had or now has, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been sought or alleged in the Action that relate, concern, arise from, or pertain in any way to the Released Parties’ conduct, policies, or practices including, but not limited to the fees and costs charged by Defendant for the towing and impound of their vehicle.

y. “Released Parties” means, in all capacities, the Defendant and any of their past or present divisions, parents, subsidiaries, predecessors, successors, investors, parent companies, affiliates, and each and all of their respective past or present directors, officers, managers, employees, general partners, limited partners, principals, agents, brokers, distributors, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal representatives.

z. “Settlement Administrator” means American Legal Claim Services, LLC.

aa. “Settlement Amount Due” means the total amount payable to each Class Member pursuant to paragraph 4.a.

bb. “Settlement Class” means the group of persons defined by Section 3 of this Agreement.

cc. “Settling Parties” means the Plaintiff, on her own behalf and on behalf of all Class Members, and the Defendant, collectively.

dd. “Void Checks” means checks that are timely sent to Class Members to pay their Settlement Amount Due but are not negotiated within ninety (90) days after the date of issuance, and are, therefore, cancelled and void under paragraph 4.h.

2. **RECITALS.**

a. Plaintiff filed this Action on March 5, 2020, on behalf of herself and other similarly situated persons who were towed by Defendant from a location within Hillsborough County and were charged and paid storage fees when their vehicle was stored in Larsen’s impound lot less than 24 hours, but they were billed for more than one day or were billed for one day when their vehicle was stored in Larsen’s impound lot less than 6 hours. Plaintiff filed a three-count Second Amended Complaint, which is the operative pleading in this case. Dkt. 50. Count I is a class action allegation under the Florida Consumer Collection Practices Act (“FCCPA”) alleging Larsen’s illegally overcharged the Plaintiff and the Class for mileage fees in violation of § 559.72(9), Fla. Stat. (2020). Count II is a class action allegation also brought under the FCCPA alleging Larsen’s illegally overcharged the Plaintiff and the Class for storage fees in violation of § 559.72(9), Fla. Stat. Count III is a class action allegation brought under Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”), *see* § 501.204(1), Fla. Stat. (2020), for actual damages under the two FCCPA counts.

b. This Court entered its Order Granting, in part, and Denying, in part, Plaintiff’s Motion for Partial Summary Judgment and Order Granting, in part, and Denying, in part Defendant’s Motion for Final Summary Judgment on September 12, 2022 (“SJ Order”). Dkt. # 80. The SJ Order found that both the FCCPA and FDUTPA applied to Larsen’s business and found that it violated each as to Purnell’s Counts II and III, but granted summary judgment for Larsen’s as to Count I, finding that Larsen’s did not overbill Plaintiff for mileage.

c. The Settling Parties engaged in pre-class certification discovery and investigations, both formal and informal, as part of settlement negotiations. Through such negotiations, the Defendant has agreed to produce the Class Data to Plaintiffs containing transaction history data for all putative Class Members during the Class Period. The Settling

Parties will review and have an opportunity to consider and analyze the Class Data for themselves as part of this Agreement. The Class Data shall not be used by Plaintiff for any other purpose than to provide a Class List to the Settlement Administrator and as otherwise required to administer this Settlement.

d. Plaintiff and Class Counsel have participated in extensive settlement discussions with counsel for the Defendant, including mediation on December 5, 2022, and thereafter overseen by Brad Kimbro, Esquire, who is a certified mediator in Florida's state and federal courts.

e. Following the mediation conference on December 5, 2022, the Settling Parties reached a mediated agreement on December 9, 2022 with respect to the material terms that subsequently formed the basis of this Agreement. As a result of the mediation and settlement process, the discovery in this case, and subsequent negotiations between the Settling Parties with respect to the terms and conditions of this Agreement, the Settling Parties have agreed to settle this Action according to the terms of this Agreement.

f. At all times, the Settling Parties have negotiated vigorously with each other and at arm's length. The Settling Parties have investigated the facts relating to the claims alleged in the Action, and have made a thorough study of the legal principles applicable to the legal claims that have been asserted. Based upon that investigation, Class Counsel's legal evaluation, and taking into account the contested legal and factual issues involved, including an assessment of the uncertainties of litigation and the relative benefits conferred upon Class Members pursuant to this Agreement, Plaintiff and Class Counsel have concluded that this Agreement and the terms and conditions set forth herein are fair, reasonable and adequate, and in the best interests of Plaintiff and the Class Members.

g. The Settling Parties recognize that notice to Class Members of the material terms of this Agreement, as well as Court approval of the Agreement, are required to effectuate the Agreement, and that this Agreement will not become operative unless and until the Court grants final approval and the Agreement otherwise becomes effective as set forth herein.

h. The Defendant has asserted, and in the absence of this Agreement would continue to assert, numerous defenses to the claims alleged in the Action, and expressly deny each of the claims asserted against them and any and all liability arising out of the conduct alleged in this Action. The Defendant asserts that their billing practices are lawful and not improper in any manner and deny that either the Plaintiff or the putative Class Members suffered any cognizable injury as a result of their conduct. By entering into this Agreement, the Defendant does not admit any wrongdoing, and this Agreement does not and shall not constitute an admission of liability by them.

i. This Settlement is based upon the definition of “Settlement Class” and “Class Member” set forth in this Agreement. The Parties agree that the Defendant shall not be precluded from opposing class certification in further litigated proceedings in this Action if this Settlement is not finally approved, or in any other action on the basis of this Settlement Agreement if the question arises. No agreements made by or entered into by the Defendant in connection with this Settlement may be used by Plaintiff, any Class Member, Class Counsel, or any other person to establish any of the elements of class certification in any litigated or contested certification or decertification proceedings, whether in this Action or any other proceeding.

j. It is therefore agreed by and between the undersigned Settling Parties that this Action shall be settled, subject to the approval of the Court, pursuant to the terms and conditions that follow.

3. **SETTLEMENT CLASS DEFINITION, CLASS PERIOD, AND CONDITIONS AND OBLIGATIONS RELATING TO THE EFFECTIVENESS OF THE SETTLEMENT.**

a. Settlement Class Definition. The “Settlement Class” is defined as each person who at any time only during the Class Period:

- (1) were towed by Larsen’s from a location within Hillsborough County; and
- (2) were charged and paid storage fees when their vehicle was stored in Larsen’s impound lot less than 24 hours, but they were billed for more than one day; and/or
- (3) were billed for one day when their vehicle was stored in Larsen’s impound lot less than 6 hours.

But excluded from the foregoing group are any claims of such persons who, prior to the Opt-Out Deadline: (a) have been fully resolved through litigation, release, or settlement, including but not limited to those persons who negotiated and settled with the Defendant previously over the amount of the fees and charges for the towing of their vehicle or (b) are the involved in any pending litigation with Defendant over their towing fees and charges.

b. Conditions of Settlement. This Agreement is expressly contingent upon the material conditions set forth below in paragraphs 3.c and 3.d, which must be satisfied in full.

c. Condition No. 1: Court Approval. The first condition, is that the Court must approve this Agreement in accordance with the following steps:

i. Preliminary Approval of Proposed Settlement Class: After good faith consultation with the Defendant's counsel, Class Counsel will present a Preliminary Approval Motion to the Court. The Preliminary Approval Motion shall include a Class Notice, in substantially similar form as "Exhibit A," and a Preliminary Approval Order, in substantially similar form as "Exhibit B." The Defendants may either join in the Preliminary Approval Motion or not oppose it, and in either event, shall cooperate in good faith with Plaintiff as she takes reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and to request that the Court schedule a Final Approval Hearing at the earliest reasonable date following the Preliminary Approval Date.

ii. Settlement Class Certification. In connection with the proceedings on preliminary and final approval of this Agreement and the proposed settlement described herein, the Plaintiff shall seek orders (preliminary and final, respectively) certifying the Settlement Class pursuant to Florida Rule of Civil Procedure 1.220 for purposes of this settlement only. If this Agreement is not finally approved by the Court or if this Agreement is otherwise terminated or rendered null and void, the

certification of the above-described Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Action or any other action can be or have been satisfied; in such circumstances, the Defendant reserves and shall have all rights to challenge class certification in this Action and any other action on all available grounds as if no Settlement Class had been certified.

iii. Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order in substantially similar form as Exhibit B, which shall, among other things, meet the requirements set forth under Section 8 of this Agreement, and shall not be opposed by the Defendant.

iv. Issuance of Class Notice. Pursuant to the Preliminary Approval Order to be entered by the Court, the Settlement Administrator shall cause the Class Notice to be issued in accordance with Section 6 of this Agreement in the form as attached to this Agreement as **“Exhibit A.”**

v. Final Approval Hearing. In connection with the Preliminary Approval Motion, the Settling Parties shall request that the Court schedule and conduct a hearing after dissemination of Class Notice, at which time it will consider whether the Agreement and the settlement described herein is fair, reasonable, and adequate pursuant to Florida Rule of Civil Procedure 1.220(e). Specifically, the Plaintiff and Class Counsel, after good faith consultation with and without opposition from counsel for the Defendant, shall request that, on or after the Final Approval Hearing, the Court: (a) enter the Final Approval Order and Judgment in substantially similar form as “Exhibit C,” granting final approval of this Agreement and the settlement described herein, and dismissing with

prejudice this Action; (b) determine the attorneys' fees, costs, and other expenses (including class administration expenses) that should be awarded to Class Counsel as contemplated in this Agreement; and (c) determine the class representative service award or incentive award that should be awarded to the Plaintiff as Class Representative, as contemplated in this Agreement. The Settlement Parties agree to support entry of Final Approval Order and Judgment, and to reasonably cooperate with one another in seeking entry of the Final Approval Order and Judgment.

d. Condition No. 2: Finality of Judgment. The second condition is that the Court shall enter a Final Judgment Granting Final Approval to Class Action Settlement in substantially similar form as Exhibit C. The Final Judgment must be Final in accordance with this Settlement Agreement, and shall, among other things, meet the requirements set forth under Section 9 of this Agreement.

4. **PAYMENT AND CORRECTIVE ACTION.**

a. Payment to Class Members. Class Members will receive payment of the Settlement Amount Due in accord with this paragraph 4.a. The Defendant will pay to each Class Member the total sum of \$85.00. The Defendant's act of sending funds through the Class Administrator to each of the Class Members as part of this Agreement, shall not be a violation of any federal or state consumer protection statutes.

b. Establishment of Settlement Fund. Within thirty-five (35) days of the Effective Date and provision of complete wire instructions and a W-9 for the Settlement Administrator, the Defendant shall tender the Aggregate Settlement Amount to the Settlement Administrator, which shall be deposited by the Settlement Administrator into an interest-bearing escrow account with a federally-chartered national bank and shall be distributed as set forth in this



Agreement. The portion of monetary relief to be paid to Class Members by check and the Cy Pres Amount (*see* paragraph 4.f) shall be paid from this Settlement Fund. In addition to the Settlement Fund, certain other monetary payments, including Class Counsel's attorneys' fees and costs, Plaintiff's service or incentive award, and the fees and expenses of the Settlement Administrator, will also be paid separately by the Defendant and are addressed in Section 5 of this Agreement.

c. Payments From Settlement Fund. Within fifteen (15) business days of the date on which the Aggregate Settlement Amount is deposited into the Settlement Fund, the Settlement Administrator shall allocate and distribute the Settlement Fund to the Class Members. The payment by check will be in the amount per paragraph 4.a.

d. Distribution of Settlement Payments. The Class Administrator shall allocate and timely disburse the Class Funds to Class Members by check as set forth above in paragraphs 4.a. and 4.c.

e. Re-Mailing of Returned Settlement Payments. Any Settlement Payments that are returned as non-deliverable with a forwarding address shall promptly be re-mailed by the Settlement Administrator to such forwarding address. To the extent that any Settlement Payments are returned as non-deliverable without a forwarding address, the Settlement Administrator will utilize manual address locator services to locate a new address, which cost will be borne by the Defendant, and the Settlement Administrator will resend a new check to said Class Member. If following the manual address locator services the Settlement Payment is returned as non-deliverable without a forwarding address, the Settlement Administrator shall not be required to take any additional steps to locate valid address information for the intended recipients of such Settlement Payments. Nothing in this paragraph shall alter, amend, or abridge the ninety (90) day period described in paragraphs 4.f.

f. Period to Accept Payment By Check, Handling of Unclaimed Funds & Cy Pres Amount. Class Members shall have ninety (90) days from the date of issuance of their check to cash the check. Checks remitted to Settlement Class Members (and the accompanying cover letter) shall state “VOID AFTER 90 DAYS” which shall be printed in bold and in a font size that is larger than all other font sizes used on the check and cover letter, respectively. To the extent any checks, for any reason, are not negotiated within ninety (90) days after the date of issuance, such checks shall be cancelled and deemed Void Checks. Neither the Settlement Administrator nor the Defendant shall have any further obligation to continue efforts to distribute any payment for any Settlement Amounts Due to such Settlement Class Members whose checks become void under this paragraph. The Class Notice shall inform Settlement Class Members that any Settlement Amounts Due paid by check shall be void after ninety (90) days and that the Settlement Class Member will waive any right to payment of the Settlement Amount Due if the check is not negotiated within that ninety (90) day period. The Settlement Administrator shall pay all funds attributable to the Void Checks to Operation Helping Hand, Inc., which the Parties agree to be a charitable legal organization that is mutually acceptable to the Settlement Parties and will be the exclusive cy pres recipient. The Settlement Administrator shall pay the Cy Pres Amount within seven (7) days of the date on which the ninety (90) day period expires to Class Counsel, who will forward payment to the cy pres recipient. The Settlement Administrator shall only disburse the Cy Pres Amount to the cy pres recipients upon first receiving from Class Counsel a W9 for the cy pres recipient.

g. Final Accounting. Within seven (7) days of the first of the calendar month following disbursement of the Cy Pres Amount, the Settlement Administrator shall provide a detailed final accounting to the Settling Parties, and shall file it with the Court. The Settlement

Administrator shall also provide a declaration concerning the notice process and shall respond to requests for information from the Settling Parties at any time.

h. Total Consideration. In consideration for the Class Release set forth under Section 11 of this Agreement, the Defendant shall have no obligation to provide any benefit or payment other than: (1) payment of the Aggregate Settlement Amount; (2) a payment not to exceed \$150,000.00 for Class Counsel's attorneys' fees and \$5,000.00 for Class Counsel's expenses; (3) a payment not to exceed \$6,000.00 to Plaintiff for her service as class representative; and (4) the fees and expenses of the Settlement Administrator as set forth in paragraph 5.d, not to exceed \$15,000

i. No person shall have any claim against the Settling Parties, the Class Members, Class Counsel, or the Settlement Administrator based on payments made in accordance with the procedures set forth in this Agreement.

5. **ADDITIONAL SETTLEMENT PAYMENTS**

a. Additional Payments. As set forth in paragraphs 5.b through 5.d, and subject to paragraph 4.h., above and the approval of the Court, Defendant shall pay Class Counsel's attorneys' fees and expenses, the agreed upon service or incentive award to the Plaintiff as Class Representative, and the fees and expenses of the Settlement Administrator, which shall be exclusive of and in addition to the payments made to the Class Members under paragraph 4.a and shall not otherwise reduce or diminish the amount of the Settlement Fund.

b. Class Counsel's Attorneys' Fees and Expenses. In conjunction with the settlement of this Action, Class Counsel may apply to and ask the Court for an award of attorneys' fees and costs in an amount not to exceed \$150,000.00 in fees and \$5,000.00 in costs, which award shall not be opposed by the Defendant. Class Counsel and counsel for the Defendant separately negotiated this amount as the maximum amount of attorneys' fees and costs that Class Counsel may

seek from the Court without objection from the Defendant. Class Counsel agrees that these amounts will compensate Class Counsel for all work already performed and all of the work remaining to be performed in this Action (including but not limited to securing Court approval of the Settlement, ensuring that the Settlement is fairly administered and implemented, responding to inquiries from Settlement Class Members, obtaining dismissal of the Action, etc.), and all associated costs and expenses as discounted by Class Counsel for settlement purposes. Provided the total fees and costs awarded by the Court do not exceed \$155,000.00 (combined), the Defendant shall pay the attorneys' fees and costs awarded by the Court in the Final Order and Judgment in the Action within ten (10) days after the Effective Date or the provision of a completed W-9 and wiring instructions acceptable to the Defendant for the Class Counsel designated to receive the fees and costs, whichever occurs later. The attorneys' fees and costs shall be disbursed to Class Counsel only after the Defendant receives from Class Counsel a W-9 for the law firm designated to receive the transfer of funds and sufficiently detailed wiring or other payment instructions. Class Counsel will designate a single law firm among them who will provide the Defendant with a W-9 and payment instructions. After receiving the disbursed fees and costs, the law firm designated by Class Counsel to receive the fees and costs shall be solely responsible for distributing such funds to Class Counsel. In no event shall the Defendant be obligated to pay attorneys' fees and costs in an amount greater than \$155,000.00 in connection with this Action or the settlement of these claims. If for any reason the Final Order and Judgment do not become final (*i.e.*, the Effective Date does not occur), the Defendant shall have no obligation to pay any attorneys' fees or costs to Class Counsel. If for any reason an award of Attorneys' Fees and Expenses exceeds \$155,000.00, Class Counsel hereby agrees to forego the amount of the award in excess of \$155,000.00. In the event the Court awards Class Counsel less than \$155,000.00 in Attorneys' Fees and Expenses, this Agreement shall nevertheless remain in

full force and effect. However, notwithstanding the foregoing, such amounts shall not cover any claims for attorneys' fees and costs incurred in any post-judgment appellate proceedings, or proceedings to enforce the Agreement or the Final Order and Judgment, or proceedings in aid of execution, which claims, and any defenses thereto are expressly reserved by the Settling Parties.

c. Class Representative Service or Incentive Award to Plaintiff. Subject to the Court's approval, the Defendant will pay a class representative service or incentive award of \$6,000.00 to Plaintiff for her time, efforts, and expenses as Class Representative on behalf of the Class Members. This \$6,000.00 award to Plaintiff shall be delivered to Class Counsel within ten (10) days after the Effective Date or the provision of a completed W-9 for the Plaintiff, whichever occurs later, who will then be responsible for forwarding the Service Award to her. The Settling Parties agree that such award paid to Plaintiff shall be paid separately and in addition to any other amounts set forth herein and shall not otherwise reduce or diminish the Settlement Fund, the amount awarded for attorneys' fees and costs, and/or Settlement Administrator's fees and costs.

d. Settlement Administrator's Fees and Costs. The Defendant shall pay all fees and costs of the Settlement Administrator including, without limitation, all amounts billed in connection with the distribution of the Class Notice, distribution of Settlement Payments, and all other functions agreed upon and requested by the Settling Parties or as set forth in the Settlement Agreement subject to a maximum amount to be paid by Defendant of \$15,000.00. Prior to performing any work, the Settlement Administrator shall provide the Settling Parties with an estimate of its fees and costs related to the administration of this Settlement, and the amount paid to the Settlement Administrator in connection with this Settlement shall not exceed that amount absent a showing by the Settlement Administrator of good cause.

6. **NOTICE OF SETTLEMENT**

a. Following the Court's Preliminary Approval Order, notice of the material terms of this Agreement and the settlement described herein shall be sent to the Class Members by direct regular mail based on the records available to the Defendant, and as set forth below.

b. The Settling Parties will request the Court to determine that the proposed procedures for notice set forth below are in compliance with Florida Rule of Civil Procedure 1.220 and the putative Class Members' due process rights.

c. The Settlement Administrator shall be responsible for printing and mailing the Class Notice to all putative Class Members, as directed and approved by the Court in its Preliminary Approval Order, and in the form attached hereto as Exhibit A.

d. Within thirty (30) days after the Court's Preliminary Approval Order, the Defendant, in cooperation with Class Counsel, shall confirm and transmit to the Settlement Administrator an updated database containing the last known contact information for all putative Class Members, including names and addresses (to the extent reasonably available in database format) (the "Class List"). The Settlement Administrator shall maintain the confidentiality of the Class List and shall undertake best efforts to verify and update the Class List by cross-referencing the Class List against the United States Post Office National Change of Address Database.

e. Within 15 days after receiving the Class List in accordance with paragraph 6.d, or as soon as reasonably practicable thereafter, the Settlement Administrator shall mail, via regular United States mail, the Class Notice to the putative Class Members. The Class Notice shall provide notice of the Action and direct Class Members to a website, where they may receive further information regarding the definitions of the Settlement Class and putative Class Members' objection rights and opt-out rights. The Class Notice will further direct putative Class Members to

contact Class Counsel or the Settlement Administrator if they have any questions regarding the Settlement.

f. Non-Deliverable Class Notices. If any Class Notices are returned as non-deliverable, and a forwarding address is provided, the Settlement Administrator shall re-mail the Class Notice to the forwarding address within five (5) business days. If any Class Notices are returned as non-deliverable, and no forwarding address is provided, the Settlement Administrator shall have no further obligation to locate a valid address for any affected putative Class Member. Any payment to that non-deliverable address will become part of the Cy Pres fund.

g. Declaration of Due Diligence in Providing Notice. At least one week prior to the filing of Plaintiffs' Final Approval Motion, or as requested by the Settling Parties, the Settlement Administrator shall provide counsel for the Settling Parties with a declaration setting forth: (a) due diligence and proof of mailing of the Class Notices; (b) the total number of putative Class Members who were sent Class Notices; and (c) the total number of putative Class Members who submitted timely requests for exclusion or objections to this Agreement and/or the settlement described herein, along with the complete copies of all requests for exclusion and objections received, including the postmark dates for each request for exclusion or objection. Class Counsel shall file the declaration with the Court prior to the Final Approval Hearing.

## 7. OPT-OUTS AND OBJECTIONS

a. Requests for Exclusion: The Class website shall provide that putative Class Members who wish to exclude themselves from the Settlement Class must submit a written statement requesting exclusion (or "opt-out"), postmarked no later than the Opt-Out Deadline. Such written request for exclusion must state the case name (*Purnell v. Larsen's Automotive, Inc.*), contain the name and address of the putative Class Member requesting exclusion, and be personally

signed by the putative Class Member who seeks to opt out. No opt-out request may be made on behalf of a group of putative Class Members. The opt-out request must be sent by mail to the Settlement Administrator and must be timely postmarked on or before the Opt-Out Deadline. The U.S. Mail postmark date of the mailing envelope shall be the exclusive means used to determine whether an opt-out has been timely submitted. The Settlement Administrator shall provide the Settling Parties with copies of all opt-out requests on a weekly basis. Any putative Class Member who requests exclusion from (*i.e.*, opts out of) the Settlement Class will not be entitled to any Settlement Payment, will not be bound by this Agreement or the settlement and will not have any right to object, appeal or comment thereon.

b.     Objections: The Class website shall provide that any putative Class Member who wishes to object to the Settlement Agreement must file a written statement of objection with the Clerk of Court and mail such objection (with the requisite postmark) to Class Counsel and Larsen's counsel no later than the Objection Deadline. The Notice of Objection must include: (a) the case name and number; (b) the factual and legal basis for the objection; (c) the objector's name, address, telephone number, and, if represented, the same contact information of the objector's counsel; (d) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel; and (e) the objector's personal signature. The U.S. Mail postmark date of the mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted. Class Members who fail to make objections in the time and manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Agreement, the settlement described herein, the Preliminary Approval Order, the Final Order and Judgment, or any other order of the Court relating thereto.



8. **PRELIMINARY APPROVAL**

a. Preliminary Approval Motion. After good faith consultation with counsel for the Defendant, Class Counsel will present a Preliminary Approval Motion to the Court as soon as practical. The Preliminary Approval Motion shall include the Settling Parties' proposed Class Notice (in substantially similar form as Exhibit A), and Preliminary Approval Order (in substantially similar form as Exhibit B). The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and shall request that the Court schedule a Final Approval Hearing within a reasonable period after the Preliminary Approval Date.

b. Entry of Preliminary Approval Order. Class Counsel shall request the Court to enter a Preliminary Approval Order in substantially similar form as Exhibit B, which shall, among other things, comply with the requirements set forth in paragraph 3.c.iii, and:

i. Certify for purposes of settlement only the Settlement Class, approving Douglas Bauer as class representative, and appointing Class Counsel as counsel for the Settlement Class pursuant to Florida Rule of Civil Procedure 1.220;

ii. Preliminarily approve the Agreement and settlement as fair, reasonable, and adequate such that a presumption of fairness is appropriate;

iii. Order the issuance of Class Notice to the putative Class Members, and determine that Class Notice complies with all legal requirements, including, but not limited to Rule 1.220 and the Due Process Clause of the United States Constitution;

iv. Schedule a date and time for a Final Approval Hearing after the Order preliminarily approving the Settlement Agreement to determine whether the Agreement and settlement should be finally approved by the Court;

v. Require putative Class Members who wish to exclude themselves from the Settlement to submit an appropriate and timely written request for exclusion by the Opt-Out Deadline, as directed in the Settlement Agreement and Class Notice, and advise that putative Class Members who fail to do so shall remain Class Members and be bound by the Agreement, the settlement described herein, the Class Release set forth in paragraph 11.a, and all orders of the Court relating thereto.

vi. Require putative Class Members who wish to object to the Settlement Agreement to submit an appropriate and timely written statement by the Objection Deadline, as directed in the Agreement and Class Notice, and advise that a failure to do so shall prevent those Class Members from objecting to the Settlement;

vii. Preliminarily bar and enjoin each and every Class Member (excluding those Class Members who submit a timely and valid request to opt-out) from bringing or joining in any action against the Defendant asserting a Released Claim;

viii. Require attorneys representing any Class Member, at the Class Member's expense, to file a notice of appearance;

ix. Authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement the Agreement; and

x. Issue related orders to effectuate the preliminary approval of the Agreement and the settlement described herein.

9. **FINAL APPROVAL**

a. Final Approval Motion. At least 15 days before the Final Approval Hearing, or on the date set by the Court (if different), Plaintiffs shall file a motion requesting that the Court grant final approval of the Agreement and settlement, with Class Counsel filing a

memorandum of law in support of the motion and addressing any Class Member's timely submitted objections to same.

b. Matters to Be Considered at Final Approval Hearing. At the Final Approval Hearing, the Court will consider and determine whether the Agreement and settlement is fair, reasonable and adequate, whether the Settlement Class should be finally certified for settlement purposes only, whether the notice provided to Class Members constitutes the best notice practicable and satisfies Rule 1.220 and due process, whether any objections to the Agreement or settlement should be overruled, whether the claims for Class Counsel's attorneys' fees and expenses, Settlement Administrator's fees and expenses, and the Plaintiff's service or incentive award should be approved, and whether a final judgment approving the Agreement and Settlement should be entered.

c. Entry of Final Approval Order and Judgment. This Agreement is subject to and expressly conditioned upon the issuance by the Court of a Final Approval Order and Judgment, in substantially similar form as "Exhibit C," which shall, among other things, comply with the requirements of paragraph 3.d, and:

i. Find that (a) the Court has personal jurisdiction over all Class Members; (b) the Court has subject matter jurisdiction over the claims asserted in this Action; and (c) venue is proper;

ii. Finally approve the Agreement and settlement, pursuant to Rule 1.220(e) as fair, reasonable, and adequate, and that each Class Member (excluding putative Class Members who submitted a timely and valid exclusion request) shall be bound by this Agreement;

iii. Finally certify the Settlement Class for settlement purposes only;

iv. Find that the form and means of disseminating notice of the Settlement to Class Members satisfied the requirements of due process and Rule 1.220;

v. Enter final judgment with respect to the claims of all Class Members, without prejudice to any and all putative Class Members who submitted a timely and valid exclusion request;

vi. Makes the Class Release in Section 11 of this Agreement effective as of the date of the Final Approval Order and Judgment;

vii. Permanently bar and enjoin Plaintiff and each and every Class Member (excluding those putative Class Members who submitted a timely and valid exclusion request) from bringing or joining in (as class members or otherwise) any action asserting the Released Claims;

viii. Find that, by operation of the entry of the Final Approval Order and Judgment, Plaintiff and all Class Members shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claims, including all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Action;

ix. Authorize the Settling Parties to implement the terms of the Agreement;

x. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Approval Order and Judgment, and for any other necessary purpose; and

xi. Issue related orders to effectuate and implement the final approval of the Agreement.

10. **TERMINATION OF AGREEMENT.** The Defendant shall have the right to unilaterally terminate this Agreement by providing written notice of their election to do so to Class Counsel within ten (10) days of: (a) the Court's final refusal to grant preliminary approval of this Agreement; (b) the Court's final refusal to grant final approval of this Agreement; (c) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court or any court of appellate jurisdiction; or (d) the date upon which the Court enters any order, including, but not limited to, a preliminary approval order or final approval order, that differs in any respect from the terms or conditions contemplated in this Settlement Agreement.

11. **RELEASE OF CLAIMS**

a. **Class Release.** Subject to the approval of the Court and in consideration of the benefits inuring to the Plaintiff and the Class Members hereto, upon the Effective Date, the Plaintiff and each Class Member and his or her assigns, heirs, successors and personal representatives shall be deemed to have fully, conclusively, irrevocably, forever, and finally released, resolved, relinquished, and discharged each and all of the Released Parties from each of the Released Claims that exist in their favor. The Plaintiff and Class Members further agree that they will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed, or contingent, which they may have or claim to have in state or federal court, or with any state, federal or local government agency or with any administrative or advisory body, asserting the Released Claims. These Released Claims shall include but not be limited to, all claims of any kind which Plaintiff or the Class Members have had

or now have, which were or could have been raised in the Action related to any of the Released Parties' conduct, policies, or practices concerning the charges for towing and storage of vehicles by the Defendant in Hillsborough County, Florida, including but not limited to, conduct, policies, or practices concerning the billing or collection of the same.

b. Without in any way limiting its scope, the Class Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, or any other fees, costs, or disbursements incurred by Class Counsel, the Plaintiff, or any Class Members in connection with or related in any manner to this Action, the settlement of this Action, the administration of the settlement, or the Released Claims, except to the extent otherwise specified in the Agreement.

c. The Plaintiff recognizes, and each Class Member will be deemed to recognize, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Judgment, they fully, finally, and forever settle and release any and all claims covered by this Class Release. The Settling Parties acknowledge that the foregoing Class Release was bargained for and is a material element of the Agreement.

## 12. **MISCELLANEOUS**

a. **No Admission of Liability.** By entering into this Agreement, the Defendant did not make and shall not be deemed to have made any admission of liability or wrongdoing.

b. **Acknowledgment.** Each of the Settling Parties acknowledges and represents that they: (i) fully and carefully read this Agreement prior to execution; (ii) were fully apprised by counsel of the legal effect and meaning of the terms of this Agreement; (iii) had the opportunity to undertake whatever investigation or inquiry is necessary or appropriate in connection

with this Agreement; (iv) were afforded the opportunity to negotiate any and all terms of this Agreement; and (v) are executing this Agreement voluntarily and free from any undue influence, coercion, or duress of any kind.

c. Agreement to Cooperate. The Settling Parties and their respective counsel will cooperate with each other and use their best efforts to affect the implementation of the Agreement.

d. Authority. Each person executing this Agreement on behalf of any of the Settling Parties represents that such person has the authority to execute this Agreement.

e. Binding Upon Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

f. Construction. The Settling Parties believe that the terms of this Agreement are a fair, adequate, and reasonable settlement of this Action, and have arrived at this Agreement through arms-length and extensive negotiations and with the assistance of a neutral and licensed mediator, taking into account all relevant factors, present and potential. This Agreement has been drafted jointly by counsel for the Settling Parties. Hence, in any construction or interpretation of this Agreement, the same shall not be construed against any of the Settling Parties.

g. Counterparts. This Agreement may be executed in one or more counterparts. All executed copies of this Agreement and photocopies thereof (including facsimile, electronic signatures, 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.

h. Entire Agreement. This Agreement constitutes the entire fully-integrated agreement among the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings and statements, whether oral or written, and whether by a party or its counsel, are

merged herein. No oral or written representations, warranties or inducements of any kind have been made to any Party concerning this Agreement, other than as set forth herein.

i. Governing Law. This Agreement shall be governed by the laws of the State of Florida. All time periods and deadlines established by this Agreement shall be calculated in compliance with the version of Florida Rule of Judicial Administration 2.514 in effect on the date that this Agreement is fully signed by all Settling Parties.

j. Headings and Captions. The headings and captions in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any term of this Agreement. Each term of this Agreement is contractual and is not merely a recital.

k. No Oral Modifications. This Agreement may be amended or modified only by a written instrument signed by counsel for both Parties or their successors-in-interest. No rights hereunder may be waived except in writing. No oral amendment or modification shall be permitted or effective.

l. Notices. Unless otherwise agreed in writing, all notices to the Settling Parties or counsel required by the Agreement shall be made in writing and communicated by first class mail and email to the following:

If to the Named Plaintiffs or Class Counsel:

**JEEVES LAW GROUP, P.A.**

Scott R. Jeeves, Esquire  
2132 Central Avenue  
St. Petersburg, Florida 33712  
Telephone: (727) 894-2929  
Fax: (727) 822-1499

Primary: [sjeeves@jeeveslawgroup.com](mailto:sjeeves@jeeveslawgroup.com)  
Secondary: [khill@jeeveslawgroup.com](mailto:khill@jeeveslawgroup.com)

and



**CRAIG E. ROTHBURD, P.A.**

Craig E. Rothburd, Esq.  
320 W. Kennedy Blvd., Suite 700  
Tampa, FL 33606-1459  
Telephone: (813) 251-8800  
Fax: (813) 251-5042  
Primary: [craig@rothburdpa.com](mailto:craig@rothburdpa.com)  
Secondary: [maria@rothburdpa.com](mailto:maria@rothburdpa.com)

and

**BAIRD LAW GROUP**

Cory A. Baird, Esquire - FBN: 550965  
214 South Armenia Avenue  
Tampa, Florida 33609  
Telephone: (813) 849-2679  
[cbaird@bairdfirm.com](mailto:cbaird@bairdfirm.com)  
[assistant@bairdfirm.com](mailto:assistant@bairdfirm.com)

If to the Defendant or the Defendant's Counsel:

**OLDER, LUNDY, KOCH & MARTINO**

Charles A. Carlson, Esq. - [ccarlson@olalaw.com](mailto:ccarlson@olalaw.com)  
1000 West Cass Street  
Tampa, Florida 33606  
(813) 254-8998  
(813) 839-4411  
Secondary Email: - [ltimmons@olalaw.com](mailto:ltimmons@olalaw.com)

m. Retention of Jurisdiction. The Court will retain jurisdiction to interpret, implement, and enforce this Agreement and all orders contemplated herein. The Parties consent to the Court's jurisdiction for this purpose.

n. Attorneys' Fees and Costs. If any of the Settling Parties or Class Member files an appellate proceeding, or seeks enforcement of this Agreement or execution of the Final Approval Order and Judgment, or pursues a claim for breach of this Agreement, or initiates any other post-judgment litigation concerning this Agreement or the Final Approval Order and Judgment, the prevailing party shall be entitled to recover from the non-prevailing party an award

of reasonable attorneys' fees and costs, which award shall include attorneys' fees and costs incurred in any disputes concerning the determination of entitlement to and/or the amount of such attorneys' fees and costs, and the non-moving party reserves any and all defenses to such claims.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

**The Defendant**  
**Larsen's Automotive, LLC d/b/a**  
**Larsen's Towing and Automotive**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

**The Plaintiff**

*Heather Purnell*

\_\_\_\_\_  
Heather Purnell

**APPROVED AS TO FORM AND CONTENT:**

**FOR PLAINTIFFS**



\_\_\_\_\_  
**CRAIG E. ROTHBURD, P.A.**  
Craig E. Rothburd, Esq.

**FOR THE DEFENDANT**

\_\_\_\_\_  
**OLDER, LUNDY KOCH & MARTINO, P.A.**  
Charles A. Carlson, Esq.

of reasonable attorneys' fees and costs, which award shall include attorneys' fees and costs incurred in any disputes concerning the determination of entitlement to and/or the amount of such attorneys' fees and costs, and the non-moving party reserves any and all defenses to such claims.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

**The Defendant**

**Larsen's Automotive, LLC d/b/a  
Larsen's Towing and Automotive**

By: 

Date: 2/1/23

Title mgrm

**The Plaintiff**

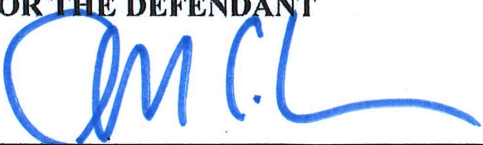
Heather Purnell

**APPROVED AS TO FORM AND CONTENT:**

**FOR PLAINTIFFS**

CRAIG E. ROTHBURD, P.A.  
Craig E. Rothburd, Esq.

**FOR THE DEFENDANT**

  
**OLDER, LUNDY KOCH & MARTINO, P.A.**  
Charles A. Carlson, Esq.

# EXHIBIT A

## **OFFICIAL NOTICE OF CLASS ACTION SETTLEMENT**

### **FROM THE THIRTEENTH JUDICIAL CIRCUIT COURT HILLSBOROUGH COUNTY, FLORIDA**

*Heather Purnell, individually and on behalf of all others similarly situated v. Larsen's Automotive, LLC,  
Case No. 20-CA-002152*

*This Notice is sent pursuant to Court Order. This is not a solicitation from a lawyer.*

**You have been identified as someone who may have a claim regarding alleged non-consensual tow storage fee overcharges and may be eligible for a monetary payment in a class action settlement.**

### **BASIC INFORMATION**

You are receiving this Notice of Class Action Settlement because you have been identified as a person whose vehicle was non-consensually towed by Larsen's Automotive, LLC d/b/a Larsen's Towing and Automotive ("Larsen's"), and who may have subsequently been overcharged for storage fees. As such, you have been identified as a potential member of the Settlement Class in this class action lawsuit as more fully defined below.

This Notice explains what the class action lawsuit is about, describes the proposed Settlement Agreement, and tells you what to do if you want to: (a) participate in the Settlement Agreement, (b) object to the Settlement Agreement; or (c) not participate in the settlement and instead "opt out" or exclude yourself from the class action.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. PLEASE READ THIS NOTICE CAREFULLY, AND GET MORE INFORMATION IF YOU NEED IT. THIS NOTICE WILL TELL YOU HOW TO GET THAT INFORMATION.**

## **WHAT THIS NOTICE CONTAINS**

### **BASIC INFORMATION .....PAGE 3**

1. Why was this Notice Sent to Me?
2. What is this Notice?
3. What is this Lawsuit About?
4. Why is there a Settlement?

### **SETTLEMENT CLASS MEMBERSHIP .....PAGE 4**

5. Who is a Settlement Class Member?

### **THE SETTLEMENT TERMS AND BENEFITS .....PAGE 4**

6. What are the Terms of the Settlement?
7. How Do I Receive a Settlement Check or Debt Cancellation?
8. When Would I Receive My Settlement Check or Debt Cancellation?
9. What Am I Giving Up to Be Part of the Settlement Class?
10. What Happens If I Do Nothing?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT .....PAGE 5**

11. How Do I Get Out of the Settlement?
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13. If I Exclude Myself, can I Receive Money or Debt Cancellation from the Settlement?

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14. How can I Object to the Settlement?

### **THE LAWYERS REPRESENTING YOU .....PAGE 7**

15. Do I Have a Lawyer in this Case?
16. How will the Class Counsel Lawyers be Paid?

### **THE COURT'S FINAL APPROVAL HEARING .....PAGE 7**

17. When and Where Will the Court Decide Whether to Approve the Settlement?
18. As a Settlement Class Member, May I Speak at the Hearing?

### **GETTING MORE INFORMATION .....PAGE 8**

19. Where Can I Get More Details about the Settlement?

## **BASIC INFORMATION**

### **1. WHY WAS THIS NOTICE SENT TO ME?**

This Notice was sent to you because Larsen's records indicate that you were towed by Larsen's from a location within Hillsborough County; and were charged and paid storage fees when their vehicle was stored in Larsen's impound lot less than 24 hours, but you were billed for more than one day; and/or you were billed for one day when your vehicle was stored in Larsen's impound lot less than 6 hours between December 6, 2017, and December 31, 2022 (the "Class Period"). As such, you are a member of the Settlement Class as further defined below whose rights will be affected by a proposed settlement that has been reached in this class action lawsuit.

The Court ordered this Notice to be sent to you because you have a right to know about the proposed settlement, and your rights and options before the Court decides whether to approve the proposed settlement.

If the Court approves the proposed settlement, and you do not opt-out of the class action, then: you will receive a payment in the form of a check issued from a Settlement Administrator approved by the Court. However, no check will be paid until any and all objections or appeals are resolved.

### **2. WHAT IS THIS NOTICE?**

This Notice is sent to all Settlement Class Members like you. The Notice explains the lawsuit, the proposed settlement, your legal rights, what benefits you will receive under the settlement, and how to get more information if you have any questions.

The Court in charge of this case is the Thirteenth Judicial Circuit Court, Hillsborough County, Florida, and the case is known as *Purnell v. Larsen's Automotive, LLC, d/b/a Larsen's Towing and Automotive - Case No.: 20-CA-002152, Div. K*. The case is brought by the "Named Plaintiff" (or "Plaintiff"), Heather Purnell, against Larsen's.

### **3. WHAT IS THIS LAWSUIT ABOUT?**

This lawsuit involves the manner in which Larsen's charged individuals who have been non-consensually towed for storage fees. The Plaintiff contends that when Larsen's charges a non-consensually towed customer for storage fees at Larsen's impound lots, they are required to wait six (6) hours before they can charge the prescribed \$25.00 storage charge and can only charge \$25.00 per calendar day the vehicle is on the lot, after the first six hours. The Plaintiff contends that in some instances, Larsen's unlawfully charged their customer in excess of the amount allotted pursuant to a local Hillsborough County Ordinance which regulates non-consensual tow fees. The Plaintiff brought claims on behalf of herself and all persons in the Settlement Class (as defined below in Answer #5) for violations of the Florida Consumer Collection Practices Act ("FCCPA") and the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"). Larsen's expressly denies the Plaintiff's allegations and any wrongdoing and asserts that their actions and billing practices are correct and legal. There has been no court decision on the merits of this case and no finding that Larsen's committed any wrongdoing.

### **4. WHY IS THERE A SETTLEMENT?**

Both sides have agreed to a settlement to avoid the time, costs, and risks of a trial, and so that the Settlement Class Members can promptly receive benefits in exchange for releasing Larsen's from liability.

## **SETTLEMENT CLASS MEMBERSHIP**

### **5. WHO IS A SETTLEMENT CLASS MEMBER?**

You have been identified as a Settlement Class Member. The “Settlement Class” is defined to include each person who at any time during the Class Period:

- (1) were towed by Larsen’s from a location within Hillsborough County; and
- (2) were charged and paid storage fees when their vehicle was stored in Larsen’s impound lot less than 24 hours, but they were billed for more than one calendar day; and/or
- (3) were billed for one calendar day when their vehicle was stored in Larsen’s impound lot less than 6 hours.

But excluded from the foregoing group are any claims of such persons who, prior to the Opt-Out Deadline: (a) have been fully resolved through litigation, release, or settlement, including but not limited to those persons who negotiated and settled with the Defendant previously over the amount of the fees and charges for the towing of their vehicle or (b) are the involved in any pending litigation with Defendant over their towing fees and charges.

The “Class Period” is the time period that began on December 6, 2017 and ended on December 31, 2022.

## **THE SETTLEMENT TERMS AND BENEFITS**

### **6. WHAT ARE THE TERMS OF THE SETTLEMENT?**

If you paid were overcharged for storage fess in excess of the amount prescribed by the Hillsborough County Fee Ordinance, Larsen’s has agreed to provide a settlement payment to Settlement Class Members by payment in the form of a check issued from a Settlement Administrator approved by the Court.

For those Class Members who were overcharged for storage fees, they will receive a onetime payment in the form of a check for \$85.00.

In exchange for this, all Settlement Class Members, will be deemed to have released all claims that Settlement Class Members have had or now have, which were or could have been raised in this Class Action related to alleged charges in excess of the amounts allowed by the Hillsborough County Fee Ordinance, or for corresponding violations of the FCCPA and FDUTPA, including but not limited to, conduct, policies, or practices concerning the billing or collection of the same.

As part of the settlement, Larsen’s is not subject to any injunctive or declaratory relief, and Larsen’s denies all liability and wrongdoing of any kind.

### **7. HOW DO I RECEIVE A SETTLEMENT CHECK OR CREDIT?**

To receive a settlement payment by check you must be a Settlement Class Member who was overcharged for storage fees. All payments will be reviewed by the Settlement Administrator to confirm their accuracy and will be sent to the Settlement Class Member’s last known address based on the contact information available to Larsen’s. Therefore, if your address changes before you receive your settlement payment, you need to contact the Settlement Administrator by email at [Insert Administrator Email] or by U.S. mail at Purnell Class Action Settlement, [Insert Administrator Address].



All checks remitted to Settlement Class Members that are not negotiated within ninety (90) days after the date of issuance shall be cancelled and such Settlement Class Member will be deemed to have waived any right to payment of the Settlement Amount Due after that ninety (90) day period expires. Such funds shall instead be paid to charitable legal services organizations.

#### 8. **WHEN WOULD I RECEIVE MY SETTLEMENT CHECK?**

The Court will hold a hearing on [Insert Approval Hearing Date and Time] to determine whether to approve the Settlement Agreement. If the Court approves the Settlement Agreement, there may be appeals after that. If so, there is no way to predict how long it will take to resolve any appeals. If you are to be paid by check, you will receive your Settlement Amount Due within thirty (15) days after the date on which the Aggregate Settlement Amount is paid to the Settlement Administrator. The Aggregate Settlement Amount shall be paid to the Settlement Administrator within thirty-five (35) days after Settlement Agreement becomes final and effective, *i.e.*, after all appeals, if taken, are finally resolved.

#### 9. **WHAT AM I GIVING UP TO BE PART OF THE SETTLEMENT CLASS?**

If you are a Settlement Class Member and you do not exclude yourself, then you cannot sue, continue to sue, or be part of any other lawsuit against Larsen's about the manner in which Larsen's charges their non-consensual tow customers for storage fees or any other issues that were or could have been raised in this case relating to any of Larsen's charges. It also means that all of the Court's orders concerning the Settlement Class will apply to you and legally bind you, including the Release described in detail in Section 11 of the Settlement Agreement. You may review and obtain a copy of the Settlement Agreement at [www.\[Insert URL\].com](http://www.[Insert URL].com), and you are strongly encouraged to review it and the Release therein. If you are part of the Settlement Class, you may not start a new lawsuit against Larsen's about the legal issues that were, or could have been, raised in this case concerning Larsen's charges, ever again.

#### 10. **WHAT HAPPENS IF I DO NOTHING?**

If you do nothing as a Settlement Class Member, you will receive payment of the Settlement Amount Due by check as described in Answer #7 above.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### 11. **HOW DO I GET OUT OF THE SETTLEMENT?**

Because you are receiving this Notice, you have already been determined to be a member of the Settlement Class. However, you can exclude yourself, or "opt out" of the Settlement Class, if you do not wish to participate. This means you will receive no payment or credit as part of this settlement.

You cannot ask to be excluded over the phone, by email, or by the internet. To exclude yourself, you must mail a written request for exclusion to the Settlement Administrator that includes: (1) a statement requesting exclusion from the proposed settlement, such as "I hereby request that I be excluded from the proposed Settlement Class in the Purnell Class Action"; (2) your name, your address, and the case name (*Purnell v. Larsen's Automotive, LLC d/b/a Larsen's Towing and Automotive - Case No.: 20-CA-002152, Div. K* (13th Judicial Circuit, Hillsborough County, Florida)); and (3) your original signature. Your written request for exclusion must be post-marked no later than [Insert Exclusion Date] and mailed to the Purnell Class Action Settlement, PO Box 23489, Jacksonville, FL 32241. The request for exclusion can only cover one single member of the Settlement Class. You may not seek to "opt out" of the Settlement on behalf of other members of the Settlement Class.

**12. WHAT IF I DO NOT OPT OUT OF THE SETTLEMENT?**

Any Settlement Class Member who does not opt out of the Settlement in the manner and by the deadlines described above shall be part of the Settlement Class, shall be bound by the Settlement Agreement (if it is approved by the Court) and all Orders and proceedings in this action, and shall give up the right to sue any of the Released Parties for the claims that are released by the Settlement Agreement. If you desire to opt out, you must take timely affirmative written action even if you have filed a separate action against, or are a putative class member in any class action against, any of the Released Parties asserting any of the Released Claims as described in Section 11 of the Settlement Agreement. If you have a pending lawsuit against Larsen's for a disputed charge, please contact your lawyer in that lawsuit immediately. Remember, the exclusion deadline is **[INSERT EXCLUSION DATE]**.

**13. IF I EXCLUDE MYSELF, CAN I OBJECT TO THE SETTLEMENT OR RECEIVE MONEY OR A CREDIT FROM THE SETTLEMENT?**

No. If you are a Settlement Class Member and exclude yourself, then you cannot object to the Settlement Agreement, have no right to participate in this settlement, and will not receive any payment under the Settlement Agreement.

**OBJECTING TO THE SETTLEMENT****14. HOW CAN I OBJECT TO THE SETTLEMENT?**

If you do not exclude yourself from, or opt out of, the settlement, you (or your attorney) may object to or comment on all or part of the proposed settlement. To do so, you (or your attorney on your behalf) must submit a valid and timely objection.

To be valid, your objection must be in writing, personally signed by you, and must include: (a) the case name and number; (b) your name, address, telephone number, and, if represented by counsel, their contact information; (c) the factual and legal basis for your objection; and (d) a statement of whether you intend to appear at the Final Approval Hearing. If you object and are represented by counsel, your attorney must enter an appearance with the Court.

To be timely, your objection must be filed with and received by the Clerk of Court, with copies mailed to all of the parties identified below, postmarked no later than **[INSERT EXCLUSION DATE]**.

<b>CLERK OF COURT</b>	<b>CLASS COUNSEL</b>	<b>COUNSEL FOR LARSEN'S</b>
Clerk of Court Thirteenth Judicial Circuit Court George Edgecomb Courthouse 800 E. Twiggs St. Tampa, FL 33602	Craig E. Rothburd, Esq. CRAIG E. ROTHBURD, P.A. 320 W. Kennedy Blvd., Suite 700 Tampa, FL 33606-1459  and  Scott R. Jeeves, Esq. JEEVES LAW GROUP, P.A. 2132 Central Avenue St. Petersburg, FL 33712  and	Charles A. Carlson, Esq. OLDER LUNDY KOCH & MARTINO 1000 West Cass Street, Tampa, Florida 33606

	Cory A. Baird, Esq. BAIRD LAW GROUP 214 South Armenia Avenue Tampa, Florida 33609 Telephone: (813) 849-2679	
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**THE LAWYERS REPRESENTING YOU**

**15. DO I HAVE A LAWYER IN THIS CASE?**

The Court has appointed the following lawyers to represent you and all other Settlement Class Members. Together, these lawyers are called Class Counsel.

Craig E. Rothburd, Esq. Dylan Thatcher, Esq. CRAIG E. ROTHBURD, P.A. 320 W. Kennedy Blvd., Suite 700 Tampa, FL 33606-1459 Telephone: (813) 251-8800 Email: <a href="mailto:craig@rothburdpa.com">craig@rothburdpa.com</a> <a href="mailto:dylan@rothburdpa.com">dylan@rothburdpa.com</a>	Scott R. Jeeves, Esq. Kyle Woodford, Esq. JEEVES LAW GROUP, P.A. 2132 Central Avenue St. Petersburg, FL 33712 Telephone: (727) 201-5100 Email: <a href="mailto:sjeeves@jeeveslawgroup.com">sjeeves@jeeveslawgroup.com</a> <a href="mailto:kwoodford@jeeveslawgroup.com">kwoodford@jeeveslawgroup.com</a>	Cory A. Baird, Esq. BAIRD LAW GROUP 214 South Armenia Avenue Tampa, Florida 33609 Telephone: (813) 849-2679 Email: <a href="mailto:cbaird@bairdfirm.com">cbaird@bairdfirm.com</a>
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You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**16. HOW WILL THE CLASS COUNSEL LAWYERS BE PAID?**

Larsen's will pay the attorneys' fees and expenses, and the class representative service fee that the Court awards, up to maximums of \$150,000 in fees, and \$5,000 in costs and \$6,000.00 to named-plaintiff Heather Purnell for her service as class representative. These amounts will not reduce the amount of any settlement payments to Settlement Class Members made by check.

**THE COURT'S FINAL APPROVAL HEARING**

**17. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing before the Honorable Caroline Tesche Arkin, Circuit Court Judge, at [Insert Hearing Time] on [Insert Hearing Date], via Zoom Meeting ID at [Insert Zoom ID]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid and timely objections, the Court will consider them. The judge will listen to people who have properly asked to speak at the hearing beforehand, and in writing. After the hearing, the Court will decide whether to approve the Settlement Agreement. It is uncertain how long it may take for the Court to issue its decision.

**18. AS A SETTLEMENT CLASS MEMBER, MAY I SPEAK AT THE HEARING?**

You cannot speak at the hearing if you have excluded yourself from the Settlement Class. However, if you are part of the Settlement Class, you may ask the Court for permission for you or your attorney to speak at the Final Approval Hearing. To do so, you must file with the Clerk of Court and serve on all counsel for the parties (at the addresses identified above in Answer # 14) a notice of intention to appear at the Final

Approval Hearing. The notice of intention to appear must include the case name and number; your name, address, telephone number, and signature, and, if represented by counsel, their contact information; identify the name, address, email address, and telephone number of each witness; and copies of any papers, exhibits, or other evidence that you intend to present to the Court in connection with the Final Approval Hearing. The notice of intention to appear must be filed with and received by the Clerk of Court and served on all counsel no later than [Insert Exclusion Date].

If you do not file a notice of intention to appear in accordance with the deadlines and other specifications set forth in the Settlement Agreement and this Notice, you will not be entitled to appear at the Final Approval Hearing to raise any objections. If you are represented by counsel and wish for your attorney to speak on your behalf during the Final Approval Hearing, your attorney must enter an appearance with the Court.

### **GETTING MORE INFORMATION**

#### **19. WHERE CAN I GET MORE DETAILS ABOUT THE SETTLEMENT?**

This Notice summarizes the lawsuit. Copies of the Settlement Agreement and the applicable Court orders concerning the Settlement Agreement can be obtained and reviewed at [www.\[INSERT URL\].com](http://www.[INSERT URL].com). To the extent, if any, that this Notice is inconsistent with the Settlement Agreement or the Court's orders, the terms and conditions of the Settlement Agreement and the Court's orders shall control.

You may also obtain additional information by contacting the Class Administrator at [Insert CA Phone #] or by contacting Class Counsel, as identified above.

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE REGARDING THIS NOTICE.**



# **EXHIBIT B**

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

HEATHER PURNELL on behalf of all  
those similarly situated,

Plaintiff,

CASE NO.: 20-CA-002152

v.

DIVISION: K

LARSENS AUTOMOTIVE, LLC d/b/a  
LARSENS TOWING AND AUTOMOTIVE,

Defendant.

**ORDER GRANTING  
JOINT MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT, CERTIFYING CLASS  
FOR SETTLEMENT PURPOSES ONLY, DIRECTING THE ISSUANCE  
OF CLASS NOTICE, AND SCHEDULING A FINAL APPROVAL HEARING**

THIS MATTER came before the Court on [Insert filing Date], on the Joint Motion for Preliminary Approval of Class Action Settlement Agreement (the “Motion”), and the Court, having reviewed the Motion, including the parties’ Class Action Settlement Agreement and Release (the “Settlement Agreement” or “Settlement”) and all exhibits thereto, and having heard the argument of counsel and being otherwise fully advised in the premises, it is hereby;

**ORDERED, ADJUDGED and DECREED** as follows:

1. **Settlement.** Named Plaintiff and Larsen’s Automotive, LLC (collectively the “Parties”) have negotiated a potential settlement of this action (the “Litigation” or the “Action”) to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims against the Released Parties, in all capacities, including Larsen’s Automotive, LLC (“Larsen’s” or “Defendants”), and any of such entities’ past, present, and future divisions, parents,

subsidiaries, predecessors, successors, investors, parent companies, affiliates, and each and all of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, brokers, distributors, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal representatives.

2. **Review.** The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized terms in this Order shall have the meanings attributed to them in the Settlement Agreement.

3. **Preliminary Approval.** The Settlement Agreement entered into by and among the Named Plaintiff Heather Purnell (“Named Plaintiff” or “Plaintiff”), on behalf of herself and the Settlement Class, and Larsen’s, has been negotiated at arm’s length and is approved on a preliminary basis as fair, reasonable, and adequate.

4. **Settlement Class Relief.** The proposed payment to the Settlement Class Members as specified in Paragraph 4 of the Settlement Agreement is approved on a preliminary basis as fair, reasonable, and adequate. The Settlement Class shall consist of each person who at any time during the Class Period (December 6, 2017 through December 31, 2022):

(1) was towed by Larsen’s from a location within Hillsborough County; and;

(2) was charged and paid storage fees when their vehicle was stored in Larsen’s impound lot less than 24 hours, but was billed for more than one calendar day; and/or

(3) was billed for one calendar day when their vehicle was stored in Larsen’s impound lot less than 6 hours.;

But excluded from the foregoing group are any claims of such persons who, prior to the Opt-Out



Deadline: (a) have been fully resolved through litigation, release, or settlement, including but not limited to those persons who negotiated and settled with the Defendant previously over the amount of the fees and charges for the towing of their vehicle or (b) are the involved in any pending litigation with Defendant with regard to the same disputed storage fees and charges.

5. **Preliminary Certification of Settlement Class.** The Court makes the following determinations as to certification of the Settlement Class:

- a. The Court preliminarily and conditionally certifies the Settlement Class for purposes of settlement only, under Fla. R. Civ. P. 1.220(a) and (b)(3).
- b. The Settlement Class is so numerous that joinder of all members is impracticable;
- c. There are questions of law or fact common to the members of the Settlement Class;
- d. The claims of the Plaintiff are typical of the claims of the other members of the Settlement Class;
- e. Plaintiff is capable of fairly and adequately protecting the interests of the members of the Settlement Class, in connection with the Settlement Agreement;
- f. Common questions of law and fact predominate over questions affecting only individual members of the Settlement Class for purposes of enforcing and implementing this Settlement Agreement;
- g. The Settlement Class, as defined, is ascertainable; and
- h. Resolution of the claims in this Action by way of a settlement class action is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

6. **Designation of Class Representative.** Plaintiff, Heather Purnell, is designated as class representative of the Settlement Class for the sole purpose of seeking a settlement of the Litigation.

7. **Designation of Class Counsel.** The law firms of Craig Rothburd, P.A., Jeeves Law Group, P.A., and Baird Law Group, are hereby designated as Class Counsel for the Settlement Class.

8. **Final Approval Hearing.** A hearing regarding final approval of the Settlement (“Final Approval Hearing”) will be held at [Insert time and Date], via Zoom, <https://zoom.us/j/92333190791?pwd=MTJBNFR4M2NzVXdiWnB6WFRqdVZzdz09>, Zoom Meeting ID: 923 3319 0791, before the Honorable Caroline Tesche Arkin, George Edgecomb Courthouse, Thirteenth Judicial Circuit Court, Hillsborough County, Florida, 800 Twiggs St. E, Room 520, Courtroom 502, Tampa, Florida, 33602. The Final Approval Hearing shall be to determine, among other things: (a) whether the Settlement of the Litigation should be approved finally as fair, reasonable, and adequate; (b) whether the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (c) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; and (d) whether the application of Class Counsel for an award of attorneys’ fees and costs, and the proposed class representative service award to Heather Purnell should be approved.

9. **Class Notice.** With respect to the Class Notice attached to the Settlement Agreement as Exhibit A, and submitted to the Court with Plaintiffs’ Motion for Preliminary Approval, the Court orders as follows:

- a. The Class Notice attached as Exhibit A to the Settlement Agreement, and the manner of providing notice to Settlement Class Members by regular mail as set forth in Section 6 of the Settlement Agreement is approved. The Court finds that the means of notice set forth under the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise the Settlement

Class Members of the pendency of this Action, the terms of the Settlement Agreement, and their rights to object to or otherwise exclude themselves from the Settlement. The Court finds that sending the Class Notice by United States Mail is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive such notice and meets the requirements of the Due Process Clause of the Florida and United States Constitutions.

- b. The Class Notice shall be mailed no less than fifteen (15) days after the Settlement Administrator receives the Class List from Larsen's. Larsen's shall provide the Class List to the Settlement Administrator no later than thirty (30) days after the date this Preliminary Approval Order is entered, unless otherwise ordered by the Court or agreed to by the Settling Parties.
- c. No later than ten (10) days before the Final Approval Hearing, Class Counsel shall obtain from the Settlement Administrator and thereafter shall file with the Court a proof of mailing of the Class Notice.

10. **Settlement Administrators.** The Court authorizes and directs the Parties to retain the Settlement Administrator to implement the terms of the Settlement Agreement and authorizes and directs such Settlement Administrator to (a) mail the Class Notice; (b) receive and process any opt-out requests; and (c) carry out such other responsibilities as are provided for in the Settlement Agreement or may be agreed to by the Parties.

11. **Exclusion from the Settlement Class.** Any Settlement Class Member who wishes to opt out or be excluded from the Class must send a written Request for Exclusion to the Settlement Administrator, by first-class mail, postage prepaid, to the address provided in the Class Notice. Any such Request for Exclusion must be postmarked no later than thirty (30) days after the Class Notice Date.

- a. To be valid, the Request for Exclusion must: (1) identify the case name and number; (2) identify the name and address of the Settlement Class Member; (3) be personally signed by the Settlement Class Member requesting exclusion; and (4) contain a statement that indicates a desire to be excluded from the Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in the Purnell Class Action.” A single Request for Exclusion is required for each Class Member requesting exclusion; mass or class opt outs shall not be allowed.
- b. A Settlement Class Member who desires exclusion must take timely affirmative written action pursuant to this Order and the Settlement Agreement, even if the Settlement Class Member desiring exclusion: (1) files a separate action against any of the Released Parties, or (b) becomes a putative class member in any other class action filed against any of the Released Parties.
- c. Except for those Settlement Class Members who timely and properly file a request for exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for purposes under this Order, and upon the Effective Date of the Settlement Agreement, will be bound by its terms, including, but not limited to, the Releases in Section 11 of the Settlement Agreement.
- d. If the Settlement Agreement receives final approval, any Settlement Class Member who has not submitted a timely, written Request for Exclusion from the Class shall be bound by all subsequent proceedings, orders, and judgments in this Action, even if he or she subsequently initiates litigation against Larsen’s or any other Released Party, relating to any of the Released Claims.

12. **Objections and Appearances.** Any Settlement Class Member who has not filed a timely written Request for Exclusion and who complies with the requirements of this Paragraph may object to any aspect of the Settlement Agreement either on his or her own or through an attorney hired at his or her expense.

- a. Any Settlement Class Member who wishes to object to the Settlement Agreement must do so in writing and must file with the Clerk of Court and serve on Class Counsel and Larsen's Counsel, at the addresses listed below, a written statement of objection in accordance with the requirements set forth below and in the Settlement Agreement no later than thirty (30) days after the Class Notice Date:

For Plaintiffs and the Settlement Class:

**CRAIG E. ROTHBURD, P.A.**

Craig E. Rothburd, Esq.  
320 W. Kennedy Blvd., Suite 700  
Tampa, Florida 33606-1459  
Telephone: (813) 251-8800  
Fax: (813) 251-5042  
Email: [craig@rothburdpa.com](mailto:craig@rothburdpa.com)

and

**JEEVES LAW GROUP, P.A.**

Scott R. Jeeves, Esq.  
2132 Central Avenue  
St. Petersburg, FL 33712  
Telephone: (727) 201-5100  
Email: [sjeeves@jeeveslawgroup.com](mailto:sjeeves@jeeveslawgroup.com)

and

**BAIRD LAW GROUP**

Cory A. Baird, Esquire - FBN: 550965  
214 South Armenia Avenue  
Tampa, Florida 33609  
Telephone: (813) 849-2679  
[cbaird@bairdfirm.com](mailto:cbaird@bairdfirm.com)  
[assistant@bairdfirm.com](mailto:assistant@bairdfirm.com)

For Defendant:

**OLDER LUNDY KOCH & MARTINO**

Charles A. Carlson, Esq.  
1000 West Cass Street,  
Tampa, Florida 33606  
[ccarlson@olalaw.com](mailto:ccarlson@olalaw.com)  
[ltimmons@olalaw.com](mailto:ltimmons@olalaw.com)

- b. The requirements to assert a valid written objection shall be set forth in the Class Notice, and shall include: (1) the case name and number; (2) the factual and legal basis for the objection; (3) the objector's name, address, telephone number, and, if represented by counsel, the contact information of the objector's counsel; (4) a statement of whether the Class Member intends to appear at the Final Approval Hearing, either with or without counsel; and (5) be personally signed by the Class Member.
- c. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Order shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement Agreement at the Final Approval Hearing, and shall be deemed to have waived any right to seek review of the Settlement Agreement by appeal or other means.
- d. Any Settlement Class Member who submits a timely written objection may appear, individually or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement Agreement should not be approved as fair, adequate, and reasonable, provided that the objecting Settlement Class Member: (1) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing ("Notice of Intent to Appear"), which must include the case name and number and the Settlement Class Member's name, address, telephone number, and

signature, postmarked by the Objection Deadline; and (2) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. The Notice of Intention to Appear must identify the name, address, email address, and telephone number of each witness and include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any attorney who intends to represent an objecting Settlement Class Member at the Final Approval Hearing must do so at the Settlement Class Member's expense and must file a notice of appearance at least two weeks before the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the applicable deadlines and other specifications set forth in this Order, the Settlement Agreement, and Class Notice will not be entitled to appear at the Final Approval Hearing to raise any objections to the Settlement.

13. **Releases.** If the Settlement is finally approved, all Settlement Class Members who have not filed a timely and proper Request for Exclusion shall release the Released Parties from all Released Claims, as described in Section 11 of the Settlement Agreement, including, *inter alia*, all claims, charges, or demands that relate, concern, arise from, or pertain in any way to the Released Parties' conduct, policies, or practices concerning the charges for towing and storage of vehicles by the Defendant in Hillsborough County, Florida, including but not limited to, conduct, policies, or practices concerning the billing or collection of the same.

14. **Attorneys' Fees and Costs, and Class Representative Service Award.** Plaintiff and Class Counsel agree not to seek an award of attorneys' fees and costs in the Action in an amount exceeding \$150,000.00 in fees and \$5,000.00 in costs. In addition, Plaintiff shall also apply for a Class Representative Service Award of \$6,000.00 for her work and assistance in this

Action. Except as otherwise provided by the Settlement Agreement, Larsen's will not pay any amounts greater than \$155,000.00 for attorneys' fees and costs (combined) in the Action.

15. **Service of Papers.** Larsen's counsel and Class Counsel shall serve on each other and on all other parties who have filed notices of appearance, at or before the Final Approval Hearing, any further documents in support of the proposed Settlement Agreement, including responses to any papers filed by Settlement Class Members. Larsen's counsel and Class Counsel shall promptly furnish to each other any and all objections or written requests for exclusion that may come into their possession and shall file such objections or requests for exclusion with the Court on or before the date of the Final Approval Hearing.

16. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Court entered this Order, if the proposed Settlement Agreement: (a) is not finally approved by the Court, or (b) does not become final, pursuant to its terms; or (c) is terminated pursuant to its terms. In such event, and except as provided therein, the proposed Settlement Agreement shall become null and void and be of no further force and effect; the preliminary certification of the Settlement Class for settlement purposes shall be automatically vacated; neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever; the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification; and the Parties and this Action shall be returned to the status quo that existed prior to the Settlement Agreement.

17. **Use of Order Following Termination of Settlement.** This Order shall be of no force and effect if the Settlement Agreement does not become final and shall not be construed or used as an admission, concession, or declaration by or against any Defendant of any fault, wrongdoing, breach, or liability, or by or against Plaintiff or the Settlement Class Members that their claims lack merit or that the relief requested in the Class Complaint in this Action is inappropriate, improper, or unavailable, or as a waiver by Larsen's of any defenses they may have.



18. **Necessary Steps.** The Court authorizes the Parties to take all necessary and appropriate steps to implement the Settlement Agreement.

**DONE AND ORDERED** in chambers, in Tampa, Hillsborough County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CAROLINE TESCHE ARKIN  
Circuit Court Judge

***Conformed copies to:***

- Craig E. Rothburd (*CERPA File No. 6812*)
- Dylan J. Thatcher
- Scott R. Jeeves
- Kyle W. Woodford
- Cory A. Baird
- Charles A. Carlson

# EXHIBIT C

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

HEATHER PURNELL on behalf of all  
those similarly situated,

Plaintiff,

v.

LARSENS AUTOMOTIVE, LLC d/b/a  
LARSENS TOWING AND AUTOMOTIVE,

Defendant.

CASE NO.: 20-CA-002152

DIVISION: K

**FINAL ORDER APPROVING CLASS ACTION SETTLEMENT**

On [Insert Date], this Court granted preliminary approval to the proposed class action settlement set forth in the Class Action Settlement Agreement and Release<sup>1</sup> (the “Settlement Agreement”) between Plaintiff HEATHER PURNELL (“Named Plaintiff” or “Plaintiff”), on behalf of herself and all members of the Settlement Class, and Defendant LARSEN’S AUTOMOTIVE, LLC d/b/a LARSENS TOWING AND AUTOMOTIVE (“Larsen’s” or “Defendant”). The Court also provisionally certified the Settlement Class for settlement purposes only, approved the procedure for giving Class Notice to the members of the Settlement Class, and set a Final Approval Hearing to take place on [Date], at [Time]. The Court finds that the Class Notice substantially in the form approved by the Court in its preliminary approval order was given in the manner ordered by the Court, constitutes the best practicable notice under the circumstances, and was fair, reasonable, and adequate.

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<sup>1</sup> The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Final Order, and, unless otherwise indicated in this Final Order, capitalized terms in this Final Order shall have the meanings attributed to them in the Settlement Agreement.

On [Insert Final Approval Hearing Date], the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Named Plaintiff's Amended Complaint on the merits and with prejudice in favor of Larsen's and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award attorneys' fees and costs to Class Counsel for the Settlement Class and whether and in what amount to award a Class Representative Service Award to Named Plaintiff Heather Purnell.

**NOW, THEREFORE, IT IS ORDERED THAT:**

1. The Court has personal jurisdiction over the Parties and the Settlement Class Members, venue is proper, the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Final Order.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Litigation" or the "Action") and of the strengths and weaknesses of their respective positions. Further, settlement occurred only after the Parties negotiated over a period of many months. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation with respect to numerous difficult questions of fact and law.

3. The Court finds that the prerequisites for a class action under Fla. R. Civ. P. 1.220(a) and (b)(3) have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Named Plaintiff are typical of the claims of the Settlement Class they seek to

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represent; (d) Named Plaintiff has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class Members, as defined, are ascertainable; and (g) a class action settlement is superior to the other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement, which shall consist of each person who at any time during the Class Period (December 6, 2017 to December 31, 2022):

(1) was towed by Larsen's from a location within Hillsborough County;  
and;

(2) was charged and paid storage fees when their vehicle was stored in Larsen's impound lot less than 24 hours, but was billed for more than one day;  
and/or

(3) was billed for one day when their vehicle was stored in Larsen's impound lot less than 6 hours.;

But excluded from the foregoing group are any claims of such persons who, prior to the Opt-Out Deadline: (a) have been fully resolved through litigation, release, or settlement, including but not limited to those persons who negotiated and settled with the Defendant previously over the amount of the fees and charges for the towing of their vehicle or (b) are the involved in any pending litigation with Defendant over their towing fees and charges.

5. The Court finally appoints the law firms of Craig Rothburd, P.A., Jeeves Law Group, P.A., and Baird Law Group, as Class Counsel for the Settlement Class.

6. The Court finally designates Named Plaintiff Heather Purnell as the Class Representative.

7. The Court makes the following findings on notice to the Settlement Class.

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- a. The Court finds that the distribution of the Class Notice by United States Mail as provided for in the Settlement Agreement and Preliminary Approval Order (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States and Florida Constitutions, the Rules of this Court, and any other applicable law.
- b. The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Order (i) constitute the most effective and practicable notice of the Final Order, the relief available to Settlement Class Members pursuant to the Final Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States and Florida Constitutions, the Rules of the Court, and any other applicable law.

8. The Settlement Agreement is finally approved as fair, reasonable, and adequate pursuant to Fla. R. Civ. P. 1.220(e). The terms and provisions of the Settlement Agreement, including all exhibits thereto, have been entered into in good faith and are hereby fully and finally

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approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

9. The Parties are hereby directed to implement and comply with the Settlement Agreement according to its terms and provisions.

10. The Court hereby awards Class Counsel reasonable attorneys' fees and costs in the amount of \$155,000.00 payable pursuant to the terms of the Settlement Agreement and Class Counsel's separate Motion for Attorney's Fees and Costs. The Court also awards a reasonable Class Representative Service Award to Heather Purnell in the amount of \$6,000.00 payable pursuant to the terms of the Settlement Agreement.

11. The terms of the Settlement Agreement and of this Final Order, including all exhibits thereto, shall be forever binding in all pending and future lawsuits maintained by the Named Plaintiff and Settlement Class Members.

12. The Class Releases, which are set forth in Section 11 of the Settlement Agreement, are expressly incorporated herein in all respects and are effective as of the date of this Final Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Persons from all Released Claims (as that term is defined in the Settlement Agreement).

13. The administration and compliance with the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, administer, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases contained therein. The Court shall retain jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement and this Final Order.

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14. Upon entry of this Final Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Releasing Person; and (iii) Settlement Class Members shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

15. Except to enforce the Settlement Agreement, neither the Settlement Agreement nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor any act performed, or document executed pursuant to or in furtherance of the Settlement Agreement, nor this Final Order, nor any of its terms and provisions, shall be:

- a. offered by any person or used against Larsen's, the Plaintiff, or any Settlement Class Member as evidence or construed as or deemed to be evidence of any presumption, concession, or admission of the truth of the facts alleged by any person or the validity of any claim or defense that has been or could have been asserted in the Litigation or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, negligence, fault, or wrongdoing;
  - b. offered by any person or used against Larsen's, the Plaintiff, or any Settlement Class Member as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document or any other wrongdoing;
  - c. offered by any person or used against Larsen's, the Plaintiff, or any
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Settlement Class Member as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding;

- d. offered or used in evidence in any action or proceeding against Larsen's, the Plaintiff, or any Settlement Class Member in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to enforce or otherwise effectuate the Settlement Agreement (or any agreement or order relating thereto), including the Releases, or this Final Order;

16. This Final Order and the Settlement Agreement (including exhibits thereto) may be filed in any action asserting a Released Claim that may be brought against any Released Party in order to support any defense or counterclaim, whether legal or equitable, including, without limitation, those based on principles of *res judicata*, collateral estoppel, release, waiver, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

17. This Final Order shall be effective upon entry. In the event that this Final Order is reversed or vacated pursuant to a direct appeal in this Action, or the Settlement Agreement is terminated pursuant to its terms, all orders entered in connection herewith, including, but not limited to, the Court's Preliminary Approval Order and this Final Order, shall be null and void.

18. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice as to the Named Plaintiff and all other Settlement Class Members, without fees (including attorneys' fees) or costs to any party except as otherwise provided in this Final Order.

19. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Final Order, and, unless otherwise indicated in this Final Order,

capitalized terms in this Final Order shall have the meanings attributed to them in the Settlement Agreement.

20. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class, and their respective family members, heirs, guardians, administrators, executors, predecessors, successors, and assigns, shall be deemed as of the Effective Date, to have fully, conclusively, irrevocably, forever and finally released, relinquished, and discharged the Released Claims as against the Released Parties, and are, from this day forward, hereby permanently barred and enjoined from directly or indirectly filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any action in any jurisdiction for the Released Claims.

a. “Released Claims” means all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, penalties, attorney’s fees and costs, liens, judgments, and demands of any kind whatsoever that each Class Member has had or now has, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been sought or alleged in the Action that relate, concern, arise from, or pertain in any way to the Released Parties’ conduct, policies, or practices concerning any and all charges for towing and storage of vehicles by the Defendant in Hillsborough County, Florida, including but not limited to, conduct, policies, or practices concerning the billing or collection of the same.

b. “Released Parties” means, in all capacities, Larsen’s and any of their past or present divisions, parents, subsidiaries, predecessors, investors, parent companies,

affiliates, and each and all of their respective past or present directors, officers, managers, employees, general partners, limited partners, principals, agents, brokers, distributors, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal representatives.

21. Settlement Class Members shall promptly dismiss with prejudice all claims, actions, or proceedings that have been brought by any Settlement Class Member in any jurisdiction and that have been released pursuant to the Settlement Agreement and Final Order and enjoined pursuant to this Order.

**DONE AND ORDERED** in chambers, in Tampa, Hillsborough County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CAROLINE TESCHE ARKIN  
Circuit Court Judge

***Conformed copies to:***

- Craig E. Rothburd (*CERPA File No. 6812*)
- Dylan J. Thatcher
- Scott R. Jeeves
- Kyle W. Woodford
- Cory A. Baird
- Charles A. Carlson

# EXHIBIT B

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

HEATHER PURNELL on behalf of all  
those similarly situated,

Plaintiff,

CASE NO.: 20-CA-002152

v.

DIVISION: K

LARSENS AUTOMOTIVE, LLC d/b/a  
LARSENS TOWING AND AUTOMOTIVE,

Defendant.

**ORDER GRANTING  
JOINT MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT, CERTIFYING CLASS  
FOR SETTLEMENT PURPOSES ONLY, DIRECTING THE ISSUANCE  
OF CLASS NOTICE, AND SCHEDULING A FINAL APPROVAL HEARING**

THIS MATTER came before the Court on [Insert filing Date], on the Joint Motion for Preliminary Approval of Class Action Settlement Agreement (the “Motion”), and the Court, having reviewed the Motion, including the parties’ Class Action Settlement Agreement and Release (the “Settlement Agreement” or “Settlement”) and all exhibits thereto, and having heard the argument of counsel and being otherwise fully advised in the premises, it is hereby;

**ORDERED, ADJUDGED and DECREED** as follows:

1. **Settlement.** Named Plaintiff and Larsen’s Automotive, LLC (collectively the “Parties”) have negotiated a potential settlement of this action (the “Litigation” or the “Action”) to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims against the Released Parties, in all capacities, including Larsen’s Automotive, LLC (“Larsen’s” or “Defendants”), and any of such entities’ past, present, and future divisions, parents,

subsidiaries, predecessors, successors, investors, parent companies, affiliates, and each and all of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, brokers, distributors, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each and all of their respective executors, successors, assigns, and legal representatives.

2. **Review.** The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized terms in this Order shall have the meanings attributed to them in the Settlement Agreement.

3. **Preliminary Approval.** The Settlement Agreement entered into by and among the Named Plaintiff Heather Purnell (“Named Plaintiff” or “Plaintiff”), on behalf of herself and the Settlement Class, and Larsen’s, has been negotiated at arm’s length and is approved on a preliminary basis as fair, reasonable, and adequate.

4. **Settlement Class Relief.** The proposed payment to the Settlement Class Members as specified in Paragraph 4 of the Settlement Agreement is approved on a preliminary basis as fair, reasonable, and adequate. The Settlement Class shall consist of each person who at any time during the Class Period (December 6, 2017, through December 31, 2022):

(1) was towed by Larsen’s from a location within Hillsborough County; and;

(2) was charged and paid storage fees when their vehicle was stored in Larsen’s impound lot less than 24 hours, but was billed for more than one calendar day; and/or

(3) was billed for one calendar day when their vehicle was stored in Larsen’s impound lot less than 6 hours.;

But excluded from the foregoing group are any claims of such persons who, prior to the Opt-Out

Deadline: (a) have been fully resolved through litigation, release, or settlement, including but not limited to those persons who negotiated and settled with the Defendant previously over the amount of the fees and charges for the towing of their vehicle or (b) are the involved in any pending litigation with Defendant with regard to the same disputed storage fees and charges.

5. **Preliminary Certification of Settlement Class.** The Court makes the following determinations as to certification of the Settlement Class:

- a. The Court preliminarily and conditionally certifies the Settlement Class for purposes of settlement only, under Fla. R. Civ. P. 1.220(a) and (b)(3).
- b. The Settlement Class is so numerous that joinder of all members is impracticable;
- c. There are questions of law or fact common to the members of the Settlement Class;
- d. The claims of the Plaintiff are typical of the claims of the other members of the Settlement Class;
- e. Plaintiff is capable of fairly and adequately protecting the interests of the members of the Settlement Class, in connection with the Settlement Agreement;
- f. Common questions of law and fact predominate over questions affecting only individual members of the Settlement Class for purposes of enforcing and implementing this Settlement Agreement;
- g. The Settlement Class, as defined, is ascertainable; and
- h. Resolution of the claims in this Action by way of a settlement class action is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

6. **Designation of Class Representative.** Plaintiff, Heather Purnell, is designated as class representative of the Settlement Class for the sole purpose of seeking a settlement of the Litigation.

7. **Designation of Class Counsel.** The law firms of Craig Rothburd, P.A., Jeeves Law Group, P.A., and Baird Law Group, are hereby designated as Class Counsel for the Settlement Class.

8. **Final Approval Hearing.** A hearing regarding final approval of the Settlement (“Final Approval Hearing”) will be held at **[Insert time and Date]**, via Zoom, <https://zoom.us/j/92333190791?pwd=MTJBNFR4M2NzVXdiWnB6WFRqdVZzdz09>, Zoom Meeting ID: 923 3319 0791, **before the Honorable Caroline Tesche Arkin, George Edgecomb Courthouse, Thirteenth Judicial Circuit Court, Hillsborough County, Florida, 800 Twiggs St. E, Room 520, Courtroom 502, Tampa, Florida, 33602.** The Final Approval Hearing shall be to determine, among other things: (a) whether the Settlement of the Litigation should be approved finally as fair, reasonable, and adequate; (b) whether the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (c) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; and (d) whether the application of Class Counsel for an award of attorneys’ fees and costs, and the proposed class representative service award to Heather Purnell should be approved.

9. **Class Notice.** With respect to the Class Notice attached to the Settlement Agreement as Exhibit A, and submitted to the Court with Plaintiffs’ Motion for Preliminary Approval, the Court orders as follows:

- a. The Class Notice attached as Exhibit A to the Settlement Agreement, and the manner of providing notice to Settlement Class Members by regular mail as set forth in Section 6 of the Settlement Agreement is approved. The Court finds that the means of notice set forth under the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise the Settlement



Class Members of the pendency of this Action, the terms of the Settlement Agreement, and their rights to object to or otherwise exclude themselves from the Settlement. The Court finds that sending the Class Notice by United States Mail is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive such notice and meets the requirements of the Due Process Clause of the Florida and United States Constitutions.

- b. The Class Notice shall be mailed no less than fifteen (15) days after the Settlement Administrator receives the Class List from Larsen's. Larsen's shall provide the Class List to the Settlement Administrator no later than thirty (30) days after the date this Preliminary Approval Order is entered, unless otherwise ordered by the Court or agreed to by the Settling Parties.
- c. No later than ten (10) days before the Final Approval Hearing, Class Counsel shall obtain from the Settlement Administrator and thereafter shall file with the Court a proof of mailing of the Class Notice.

10. **Settlement Administrators.** The Court authorizes and directs the Parties to retain the Settlement Administrator to implement the terms of the Settlement Agreement and authorizes and directs such Settlement Administrator to (a) mail the Class Notice; (b) receive and process any opt-out requests; and (c) carry out such other responsibilities as are provided for in the Settlement Agreement or may be agreed to by the Parties.

11. **Exclusion from the Settlement Class.** Any Settlement Class Member who wishes to opt out or be excluded from the Class must send a written Request for Exclusion to the Settlement Administrator, by first-class mail, postage prepaid, to the address provided in the Class Notice. Any such Request for Exclusion must be postmarked no later than thirty (30) days after the Class Notice Date.

- a. To be valid, the Request for Exclusion must: (1) identify the case name and number; (2) identify the name and address of the Settlement Class Member; (3) be personally signed by the Settlement Class Member requesting exclusion; and (4) contain a statement that indicates a desire to be excluded from the Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in the Purnell Class Action.” A single Request for Exclusion is required for each Class Member requesting exclusion; mass or class opt outs shall not be allowed.
- b. A Settlement Class Member who desires exclusion must take timely affirmative written action pursuant to this Order and the Settlement Agreement, even if the Settlement Class Member desiring exclusion: (1) files a separate action against any of the Released Parties, or (b) becomes a putative class member in any other class action filed against any of the Released Parties.
- c. Except for those Settlement Class Members who timely and properly file a request for exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for purposes under this Order, and upon the Effective Date of the Settlement Agreement, will be bound by its terms, including, but not limited to, the Releases in Section 11 of the Settlement Agreement.
- d. If the Settlement Agreement receives final approval, any Settlement Class Member who has not submitted a timely, written Request for Exclusion from the Class shall be bound by all subsequent proceedings, orders, and judgments in this Action, even if he or she subsequently initiates litigation against Larsen’s or any other Released Party, relating to any of the Released Claims.

12. **Objections and Appearances.** Any Settlement Class Member who has not filed a timely written Request for Exclusion and who complies with the requirements of this Paragraph may object to any aspect of the Settlement Agreement either on his or her own or through an attorney hired at his or her expense.

- a. Any Settlement Class Member who wishes to object to the Settlement Agreement must do so in writing and must file with the Clerk of Court and serve on Class Counsel and Larsen's Counsel, at the addresses listed below, a written statement of objection in accordance with the requirements set forth below and in the Settlement Agreement no later than thirty (30) days after the Class Notice Date:

For Plaintiffs and the Settlement Class:

**CRAIG E. ROTHBURD, P.A.**

Craig E. Rothburd, Esq.  
320 W. Kennedy Blvd., Suite 700  
Tampa, Florida 33606-1459  
Telephone: (813) 251-8800  
Fax: (813) 251-5042  
Email: [craig@rothburdpa.com](mailto:craig@rothburdpa.com)

and

**JEEVES LAW GROUP, P.A.**

Scott R. Jeeves, Esq.  
2132 Central Avenue  
St. Petersburg, FL 33712  
Telephone: (727) 201-5100  
Email: [sjeeves@jeeveslawgroup.com](mailto:sjeeves@jeeveslawgroup.com)

and

**BAIRD LAW GROUP**

Cory A. Baird, Esquire - FBN: 550965  
214 South Armenia Avenue  
Tampa, Florida 33609  
Telephone: (813) 849-2679  
[cbaird@bairdfirm.com](mailto:cbaird@bairdfirm.com)  
[assistant@bairdfirm.com](mailto:assistant@bairdfirm.com)

For Defendant:

**OLDER LUNDY KOCH & MARTINO**

Charles A. Carlson, Esq.  
1000 West Cass Street,  
Tampa, Florida 33606  
[ccarlson@olalaw.com](mailto:ccarlson@olalaw.com)  
[ltimmons@olalaw.com](mailto:ltimmons@olalaw.com)

- b. The requirements to assert a valid written objection shall be set forth in the Class Notice, and shall include: (1) the case name and number; (2) the factual and legal basis for the objection; (3) the objector's name, address, telephone number, and, if represented by counsel, the contact information of the objector's counsel; (4) a statement of whether the Class Member intends to appear at the Final Approval Hearing, either with or without counsel; and (5) be personally signed by the Class Member.
- c. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Order shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement Agreement at the Final Approval Hearing, and shall be deemed to have waived any right to seek review of the Settlement Agreement by appeal or other means.
- d. Any Settlement Class Member who submits a timely written objection may appear, individually or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement Agreement should not be approved as fair, adequate, and reasonable, provided that the objecting Settlement Class Member: (1) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing ("Notice of Intent to Appear"), which must include the case name and number and the Settlement Class Member's name, address, telephone number, and

signature, postmarked by the Objection Deadline; and (2) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. The Notice of Intention to Appear must identify the name, address, email address, and telephone number of each witness and include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any attorney who intends to represent an objecting Settlement Class Member at the Final Approval Hearing must do so at the Settlement Class Member's expense and must file a notice of appearance at least two weeks before the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the applicable deadlines and other specifications set forth in this Order, the Settlement Agreement, and Class Notice will not be entitled to appear at the Final Approval Hearing to raise any objections to the Settlement.

13. **Releases.** If the Settlement is finally approved, all Settlement Class Members who have not filed a timely and proper Request for Exclusion shall release the Released Parties from all Released Claims, as described in Section 11 of the Settlement Agreement, including, *inter alia*, all claims, charges, or demands that relate, concern, arise from, or pertain in any way to the Released Parties' conduct, policies, or practices concerning the charges for towing and storage of vehicles by the Defendant in Hillsborough County, Florida, including but not limited to, conduct, policies, or practices concerning the billing or collection of the same.

14. **Attorneys' Fees and Costs, and Class Representative Service Award.** Plaintiff and Class Counsel agree not to seek an award of attorneys' fees and costs in the Action in an amount exceeding \$150,000.00 in fees and \$5,000.00 in costs. In addition, Plaintiff shall also apply for a Class Representative Service Award of \$6,000.00 for her work and assistance in this

Action. Except as otherwise provided by the Settlement Agreement, Larsen's will not pay any amounts greater than \$155,000.00 for attorneys' fees and costs (combined) in the Action.

15. **Service of Papers.** Larsen's counsel and Class Counsel shall serve on each other and on all other parties who have filed notices of appearance, at or before the Final Approval Hearing, any further documents in support of the proposed Settlement Agreement, including responses to any papers filed by Settlement Class Members. Larsen's counsel and Class Counsel shall promptly furnish to each other any and all objections or written requests for exclusion that may come into their possession and shall file such objections or requests for exclusion with the Court on or before the date of the Final Approval Hearing.

16. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Court entered this Order, if the proposed Settlement Agreement: (a) is not finally approved by the Court, or (b) does not become final, pursuant to its terms; or (c) is terminated pursuant to its terms. In such event, and except as provided therein, the proposed Settlement Agreement shall become null and void and be of no further force and effect; the preliminary certification of the Settlement Class for settlement purposes shall be automatically vacated; neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever; the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification; and the Parties and this Action shall be returned to the status quo that existed prior to the Settlement Agreement.

17. **Use of Order Following Termination of Settlement.** This Order shall be of no force and effect if the Settlement Agreement does not become final and shall not be construed or used as an admission, concession, or declaration by or against any Defendant of any fault, wrongdoing, breach, or liability, or by or against Plaintiff or the Settlement Class Members that their claims lack merit or that the relief requested in the Class Complaint in this Action is inappropriate, improper, or unavailable, or as a waiver by Larsen's of any defenses they may have.

18. **Necessary Steps.** The Court authorizes the Parties to take all necessary and appropriate steps to implement the Settlement Agreement.

**DONE AND ORDERED** in chambers, in Tampa, Hillsborough County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CAROLINE TESCHE ARKIN  
Circuit Court Judge

***Conformed copies to:***

- Craig E. Rothburd (*CERPA File No. 6812*)
- Dylan J. Thatcher
- Scott R. Jeeves
- Kyle W. Woodford
- Cory A. Baird
- Charles A. Carlson