

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

CRISTINA SCHROER,)	
Plaintiff,)	Case No: 18-CA-010072
)	Division: C
v.)	
)	
LAKE CHASE CONDOMINIUM ASS'N, INC.,)	<u>CLASS REPRESENTATION</u>
Defendant.)	

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND DISMISSING ACTION WITH PREJUDICE**

THIS MATTER came before the Court upon the parties' Joint Motion for Approval of Class Settlement. Having considered the settlement agreement, all papers and proceedings held herein, having heard the argument of counsel, and reviewed the record in this action, the Court finds the Motion is due to be **GRANTED**. Further, the Court finds as follows:

I. Final Approval of the Settlement

1. Based on a review of the Joint Motion for Approval of Class Settlement and all other papers submitted in connection with the motion, the Court finds it has jurisdiction over this action and that the named Plaintiff has standing under Florida law.

2. The settlement memorialized in the Settlement Agreement is granted final approval. The settlement is fair, reasonable, and adequate.

3. The settlement is within the range of possible final settlement approval, and the Court-approved notice mailed to the class was adequate.

4. The settlement was the result of a good-faith, arm's-length negotiation by competent counsel.

II. Final Certification of the Rule 1.220 Settlement Classes

5. For settlement purposes only, the Settlement Class is defined as follows:

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

6. For settlement purposes only, the Settlement Class meets the requirements for class certification under Rules 1.220(a) and (b)(3), Florida Rules of Civil Procedure.

7. For settlement purposes only, the Settlement Class satisfies Rule 1.220(a)(1) because the joinder of approximately 99 class members is impracticable.

8. For settlement purposes only, the Settlement Class satisfies Rule 1.220(a)(2) because the class members' claims share common questions of fact and law.

9. For settlement purposes only, the Settlement Class satisfies Rule 1.220(a)(3) because the Plaintiff's claims and those of the class arise out of the same practice and are based on the same legal theories.

10. For settlement purposes only, Rule 1.220(a)(4) is satisfied because no conflict of interest exists between the plaintiff and the Settlement Class, and the plaintiff has retained competent counsel to represent her and the Settlement Class. Plaintiff's counsel, Felipe Fulgencio, of Fulgencio Law, PLLC, regularly engages in wrongful towing lawsuits and is capable of adequately representing the Settlement Class members' interests in this action.

11. For settlement purposes only, Rule 1.220(b)(3) is satisfied because common legal and factual issues predominate over individualized issues. Resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to individual lawsuits addressing the same legal and factual issues.

III. Appointment of Class Counsel and Class Representative

12. Felipe Fulgencio, of Fulgencio Law, PLLC, shall remain as Class Counsel for the Settlement Class.

13. Class Counsel performed substantial work identifying, investigating, prosecuting,

and settling Plaintiff's and the settlement Class members' claims and has knowledge of the applicable law.

14. Christina Schroer shall remain Class Representative.

IV. Additional Findings

15. The Court makes the following findings on notice to the Settlement class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (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, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, 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 the Florida Rules of Civil Procedure, the United States Constitution, and the Rules of this Court.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment (i) constitute the most effective and practicable notice of the Final Order and Judgment, the relief available to Settlement Class Members pursuant to the Final Order and Judgment, 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 the Florida Rules of Civil Procedure, the United States Constitution, and the Rules of this Court.

16. No Settlement Class Members timely filed objections to the Settlement Agreement, no Settlement Class Members timely submitted any requests to opt out of the Settlement Agreement,

and no Settlement Class Members appeared for the Final Approval Hearing.

17. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

18. The Court approves the distribution of the Settlement Payments, as described in the Settlement Agreement, as fair, reasonable, and adequate, and the Settlement Administrator is authorized to distribute the Settlement Payments from the Settlement Account in accordance with the terms of the Settlement Agreement.

19. The Parties are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions.

20. The Court hereby awards Class Counsel Attorneys' Fees and Expenses in the amount of \$20,000.00, payable pursuant to the terms of the Settlement Agreement. The Court also awards an incentive fee award in the amount of \$950.00 to Christina Schroer.

21. The terms of the Settlement Agreement and of this Order Granting Final Approval of Class Action Settlement and Dismissing Action with Prejudice, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by the Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

22. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

23. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement

Class Members, without fees or costs to any party except as otherwise provided herein.

24. The Court maintains jurisdiction over this case to enforce the terms and conditions of the Settlement Agreement if needed.

SO ORDERED, this _____

Electronically Conformed 8/30/2021

James Barton

THE HONORABLE JAMES M. BARTON, II
CIRCUIT COURT JUDGE

cc:

Felipe Fulgencio
Bryan Hull
Ciara Willis