

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.

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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 info@larsenstowingsettlement.com or by U.S. mail at Purnell Class Action Settlement, PO Box 23489, Jacksonville, FL 32241-3489.

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 August 8, 2023, at 10:30 A.M. 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.larsenstowingsettlement.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 July 2, 2023, 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 July 2, 2023.

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 July 2, 2023.

CLERK OF COURT	CLASS COUNSEL	COUNSEL FOR LARSEN’S
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: craig@rothburdpa.com dylan@rothburdpa.com	Scott R. Jeeves, Esq. Kyle Woodford, Esq. JEEVES LAW GROUP, P.A. 2132 Central Avenue St. Petersburg, FL 33712 Telephone: (727) 201-5100 Email: sjeeves@jeeveslawgroup.com kwoodford@jeeveslawgroup.com	Cory A. Baird, Esq. BAIRD LAW GROUP 214 South Armenia Avenue Tampa, Florida 33609 Telephone: (813) 849-2679 Email: cbaird@bairdfirm.com
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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 10:30 on August 8, 2023, via Zoom Meeting ID: 923 3319 0791. 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 July 2, 2023.

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.larsenstowingsettlement.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 (888) 766-7516 or by contacting Class Counsel, as identified above.

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