

**IN THE COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION**

**KRISTIЈAN NAUMOSKI,**

**CASE NO.: 2018-CA-4243**

**Plaintiff,**

**vs.**

**WAL-MART STORES EAST LP, and  
BUDGET TOWING & TRANSPORT, LLC,**

**CLASS REPRESENTATION**

**Defendants.**

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**SETTLEMENT TERM SHEET**

This Settlement Term Sheet memorializes the settlement of *Kristijan Naumoski v. Budget Towing & Transport, LLC*, Case Number 2018-CA-004243, pending in the Tenth Judicial Circuit in and for Polk County, Florida, and is intended to be binding on Plaintiff, Kristijan Naumoski, and Budget Towing & Transport, LLC (“Budget Towing”), collectively referred to as the “Parties.” The Parties also intend for this Term Sheet to be subsumed into a more formal settlement document which will be used to seek final judicial approval of the Parties’ class settlement, but the parties may rely upon this document for any and all settlement purposes. The material terms of the Parties’ settlement are as follows:

A. The Parties have agreed to settle this matter for a total gross settlement amount of \$73,700.00 (“gross settlement amount”). Conifer Insurance Company and Conifer Holdings, Inc. (collectively referred to as “Conifer”) will issue settlement proceeds in the total amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) as Conifer’s contribution to the gross settlement amount in exchange for a release from Plaintiff both individually and as Class Representative from any and all claims that were or could have been brought in this action against

Budget Towing, Conifer Insurance Company and Conifer Holdings, Inc. Progressive Express Insurance Company (“Progressive”) will issue settlement proceeds in the total amount of Twenty-Five Thousand Six Hundred Dollars (\$25,600.00) as Progressive’s contribution to the gross settlement amount in exchange for a release from Plaintiff individually and as Class Representative from any and all claims that were or could have been brought in this action against Budget Towing. Wilshire Insurance Company (“Wilshire”) will issue settlement proceeds in the total amount of Twenty-Five Thousand Six Hundred Dollars (\$25,600.00) as Wilshire’s contribution to the gross settlement amount in exchange for a release from Plaintiff individually and as Class Representative from any and all claims that were or could have been brought in this action against Budget Towing.

B. The gross settlement amount includes: (1) the anticipated amount that Budget Towing would pay if every putative Class Member participated in the settlement and received a settlement payment; (2) class counsel’s fees, costs, and expenses; (3) settlement administration expenses; (4) service payments; and (5) any Court approved incentive payments to Kristijan Naumoski.

C. Budget Towing shall not under any circumstances pay any monies more than the gross settlement amount in resolution of this case. This is a non-reversionary settlement. Any unclaimed settlement funds will revert to the Florida Justice Association Research & Education Foundation, which will serve as *cy pres* recipient, subject to the Court’s approval.

D. “Putative Class Members,” which comprise the “Putative Class,” will be defined as follows:

During the four-year period prior to July 3, 2018, all persons whose vehicles were non-consensually towed by Budget Towing from privately owned property located in Polk County, Florida, and who signed a receipt containing a hold harmless clause as a condition of release of the vehicle.

E. The Parties hereby jointly select American Legal Claim Services, LLC as the

settlement administrator (the “Settlement Administrator”).

F. The Parties shall agree on an allocation formula for calculating potential settlement payments to Putative Class Members. In no event shall the total amount of these settlement payments exceed the gross settlement amount. This is a “claims paid” settlement, meaning each class member will automatically receive a pro rata portion of the gross settlement amount (less: class counsel’s fees, costs, and expenses; settlement administration expenses; Court-approved incentive payments; and service payments) via a check sent by the Settlement Administrator via U.S. Mail to the last known address of each Putative Class Member as determined by the good-faith effort of Budget Towing and the records in Budget Towing’s possession. These checks expire after 60 days from the date of mailing. Returned checks will be re-sent after the Settlement Administrator conducts an address search. Funds from uncashed/unclaimed checks (checks sent but returned for which no available forwarding address can be located) will revert to the Florida Justice Association Research & Education Foundation pursuant to Paragraph B herein.

G. Plaintiff, Kristijan Naumoski, is entitled to apply to the Court for an incentive payment in the amount of no more than \$1,500, which Budget Towing will not oppose.

H. The Parties agree that class counsel’s attorney fees amount to 40% of the gross settlement amount, or the sum of \$29,480.00. Class Counsel may also recover costs from the gross settlement fund.

I. This settlement is contingent upon the Court’s final approval and the Parties reaching an agreement on the language in all settlement-related documents, including, but not limited to, the settlement agreement, motion for approval, claim form, Class Notice, and preliminary and final approval orders.

J. Budget Towing shall not be required to fund any portion of the gross settlement

amount until the date determined by the provisions set forth in the final settlement agreement.

K. If twenty (20) or more of the Putative Class Members file opt-out requests, Budget Towing shall have the right, notwithstanding any other provisions of the final settlement agreement, to withdraw from the settlement, whereupon the final settlement agreement will be null and void for all purposes and may not be used or introduced in further litigation or any other proceeding of any kind.

L. The Parties and their attorneys will work in good faith to present the settlement to the Court for preliminary approval.

Agreed this 31<sup>st</sup> day of March 2020.

By:

/s/ Felipe Fulgencio  
Class Counsel

/s/ Ben Thomas  
Counsel for Defendant

/s/ Courtney Tournade  
Counsel for Conifer