

**Agreement for Joint Legal Action**

AGREEMENT OF PARTIES

This Agreement (the "Agreement") is entered into as of [Date], by and among

Mark Lepore ("Lead Plaintiff"):

Residing at - 636 Shafer Avenue, Sault Ste Marie, Ontario, P6C3R9, Canada

Contact email - mlepore@hotmail.com

AND

the following parties (collectively, the "Plaintiffs"):

Outlined individually on the proceeding pages at the end of the document to maintain privacy

AND

[Lawyer's Name or Law Firm] ("Legal Counsel").

Residing at - \_\_\_\_\_

Lawyer Number - \_\_\_\_\_

The purpose of this Agreement is to outline the terms and conditions for a joint legal action of the

CLASS DEFINITION AGAINST

ECI Developments / Gran Pacifica Resort in Nicaragua (the "Defendant")

Located at KM 49 Adoquine Highway, 11 KM West, Carretera a Gran Pacifica, Playa San Diego, Villa El Carmen, Nicaragua.

The Lead Plaintiff, Mark Lepore, is representing all Plaintiffs collectively.

CLASS DEFINITION

The lawsuit seeks to recover losses on behalf of the Lead Plaintiff and the Plaintiffs who were adversely affected by the following items.

- a) Electrical solar systems which are improperly engineered and installed leading to potential safety concerns as well as fire in the home.
- b) Home safety concerns such as slippery outdoor tile, and mold.

- c) Fraudulent claims made in regards to the community and homes.
- d) Items advertised, promised and undelivered to purchasers.

The alleged issues and fraud has happened between January 25, 2020 and April 25, 2024.

### 1. PURPOSE OF THE AGREEMENT

The Plaintiffs agree to collectively pursue legal action against the Defendant for claims including but not limited to:

- a) Defective solar electrical systems causing home fire hazards and safety concerns.
- b) Fraudulent claims made of building standards and delivered items.
- c) Slippery exterior tiles posing potential safety risks.
- d) Failure to deliver promised features, such as a concrete moss roof and grey water system.
- e) Deficiencies in electrical wiring and overall construction quality.
- f) Use of interior paint on the exterior, contributing to mold issues.
- g) Other related claims, including loss of HOA fees, lost rental income, and repair/replacement expenses.

### 2. RESPONSIBILITIES OF THE LEAD PLAINTIFF

The Lead Plaintiff agrees to:

- a) Cover the entire cost of the lawsuit, including legal fees and expert services.
- b) Organize and oversee the collection of relevant evidence and documentation.
- c) Make all major decisions regarding the lawsuit, including settlement offers, at their sole discretion.
- d) Coordinate communication between the Plaintiffs and Legal Counsel.
- e) Notify any potential conflicts of interest by email, registered email, or registered mail.

### 3. RESPONSIBILITIES OF THE PLAINTIFFS

Each of the Plaintiffs agrees to:

- a) Provide all relevant evidence, documentation, and details related to their specific claims outside of SECTION 1 within a two week window once notifying the Lead Plaintiff.

- b) Cooperate fully with Legal Counsel or the Lead Plaintiff to prepare to present individual documentation for the case if required.
- c) Abide by the terms of this Agreement, including the confidentiality provisions outlined in Section 8.
- d) Plaintiffs may submit personal claims relating to Section 1. provided they meet the requirement of Section 3. a). Items undelivered according to Section 3. a), will not be presented for legal purposes.
- e) The Lead Plaintiff reserves all rights to submit, or reject, personal claims based on Legal Counsel feedback

#### 4. RESPONSIBILITIES OF LEGAL COUNSEL

Legal Counsel agrees to:

- a) Represent the Plaintiffs collectively in all legal proceedings related to this case.
- b) Provide regular updates to the Plaintiffs regarding the progress of the case.
- c) Deduct 15% of the total recovered revenue (whether through settlement or judgment) as the agreed-upon contingency fee for their services.
- d) Legal Counsel will provide strategic advice to the Lead Plaintiff as to submit, and proceed accordingly in addressing Section 1. PURPOSE OF THE AGREEMENT.
- e) Notify any potential conflicts of interest by email, registered email, or registered mail.

#### 5. EXPENSES AND COST OF RECOVERY

*The Lead Plaintiff, after judgement, is given permission by all Plaintiffs to re cover all costs of the lawsuit for distribution, including but not limited to:*

- a) Travel expenses related to the case.
- b) Fees for hiring professional experts (e.g., reverse engineers, inspectors, and engineers) to validate claims.
- c) Costs associated with the repair of homes.
- d) Filing fees, court costs, and other related expenses.

*e) Additional costs may be incurred to enforce the collection of judgment. These enforcement costs may include, but are not limited to, legal fees for additional court proceedings, costs for hiring third-party debt collectors or enforcement agencies, travel expenses related to enforcement actions, and any other reasonable expenses necessary to secure the judgement.*

Reimbursement of these costs will be included in the damages sought in the lawsuit. The Lead Plaintiff and Legal Counsel will be paid in full from the recovery before any other distributions.

## 6. DISTRIBUTION OF RECOVERED FUNDS

Any settlement or judgment recovered from the Defendant will be distributed as follows:

- a) Legal Counsel will receive 15% of the total recovery as their contingency fee.
- b) The Lead Plaintiff will recover all documented out-of-pocket expenses incurred in relation to the case.

At the Lead Plaintiff's discretion, ten percent (10%) of the total recovery may be reserved and distributed for the repair of existing systems for the Plaintiffs if judgment recovered does not cover all legal expenses of the Lead Plaintiff.

The remaining funds, after lawyer fees, and Lead Plaintiff expenses, will be distributed among the Plaintiffs proportionally based on the extent of their individual claims, as agreed upon in writing prior to distribution in Section 19.

## 7. DECISION-MAKING PROCESS

All major decisions regarding the lawsuit, including settlement offers, will be made solely by the Lead Plaintiff.

## 8. CONFIDENTIALITY

- a) The Plaintiffs and Legal Counsel agree to maintain strict confidentiality regarding all aspects of the case, including settlement discussions.
- b) Plaintiffs agree to sign a Non-Disclosure Agreement (NDA) prohibiting them from disclosing any information related to the case.
- c) Any Plaintiffs found in breach of this NDA will be held liable for damages resulting from such disclosure, as determined by the court.
- d) The Lead Plaintiff will to the best of their ability avoid disclosing the Plaintiffs to the Defendant as all matters will be taken up with the Lead Plaintiff.

## 9. WITHDRAWAL FROM THE AGREEMENT

Plaintiffs who wishes to withdraw from the Agreement must provide written notice at least fifteen (15) days in advance and sign a legal contract prohibiting further contact with ECI Developments / Gran Pacifica Resort or their legal representatives regarding this matter. The withdrawing plaintiff will remain responsible for their

share of expenses incurred up to the date of withdrawal as considerable time and effort will be made to *fully represent* the Plaintiffs.

#### 10. GOVERNING LAW

This Agreement shall be governed by the laws of the Republic of Nicaragua and, in particular, by the provisions contained in the Civil Code, the Civil Procedure Code and other applicable laws.

#### 11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding among the parties and supersedes all prior agreements, whether written or oral, related to this matter.

#### 12. INDEMNIFICATION

Plaintiffs universally agree to indemnify, defend, and hold harmless the Lead Plaintiff and Legal Counsel from any claims, actions, damages, or liabilities resulting from any negligent or wrongful conduct of the Lead Plaintiff during the course of the legal action, provided that such actions are not the result of fraud, willful misconduct, or gross negligence.

#### 13. FORCE MAJEURE

No party shall be held liable for any delay or failure in performance due to events beyond their reasonable control, including but not limited to:

- a) Acts of God: Earthquakes, hurricanes, floods, or other natural disasters.
- b) Governmental Restrictions: Imposed regulations or prohibitions that prevent performance.
- c) Wars or Acts of Terrorism: Conflicts or violent acts that disrupt normal operations.
- d) Labor Disputes: Strikes or lockouts affecting the involved parties.
- e) Pandemics: Disease outbreaks that cause widespread disruption.

If any such event occurs, the affected party shall notify the other parties as soon as possible and make reasonable efforts to resume performance.

#### 14. TERMINATION OF AGREEMENT

This Agreement may be terminated by mutual written consent of all parties, or by any party in the event of a material breach by another party. Upon termination, the Plaintiffs will remain liable for their share of expenses incurred up to the date of termination.

#### 15. AMENDMENTS

Any amendments or modifications to this Agreement must be made in writing and signed by all parties. No oral modifications shall be effective.

#### 16. DISPUTE RESOLUTION

In the event of any dispute or disagreement regarding the terms of this Agreement, the parties agree to first attempt to resolve the matter through the following steps:

##### Firstly Mediation:

The parties will engage in a structured negotiation facilitated by a neutral third-party mediator.

The mediator will help the parties communicate and attempt to reach a voluntary, mutually acceptable resolution.

Mediation sessions will be confidential and conducted in good faith.

##### Secondly Arbitration:

If mediation fails, the dispute shall be resolved through binding arbitration.

Arbitration will be conducted in accordance with the rules of the Governing Law outlined in Section 10. GOVERNING LAW.

The arbitrator's decision will be final and binding on all parties.

The costs of arbitration shall be shared equally by the parties unless otherwise determined by the arbitrator.

#### 17. WAIVER OF RIGHTS

No failure or delay by any party in exercising any right or remedy provided in this Agreement shall constitute a waiver of that right or remedy. Any waiver must be in writing and signed by the party granting the waiver.

#### 18. NOTICES

Any notices or communications required or permitted under this Agreement shall be in writing and sent to the addresses specified in the first section of this Agreement or any updated address provided by the parties. Notices may be delivered by email, registered mail, or other methods agreed upon by the parties.

#### 19. RECOVERY OF SPECIFIC LOSSES

Plaintiffs who believes they have incurred additional financial losses, or distress directly related to the issues in this lawsuit (such as loss of rental income, damage to property, or other related claims) may provide documentation to substantiate the loss or distress. The following conditions will apply:

- a) Plaintiffs must submit coordinated and coherent paperwork, demonstrating the loss in a manner that directly ties the loss to the Defendant's actions or the issues being litigated.
- b) The Lead Plaintiff will present such documentation in court as part of the evidence for the case as outlined in Section 3. RESPONSIBILITIES OF THE PLAINTIFFS
- c) If the Lead Plaintiff successfully recovers funds for a Plaintiffs specific loss, Plaintiffs agree to pay 50% of the recovered amount for their specific loss as a contribution towards the legal fees, Lead Plaintiff expenses, and the general expenses of the case.
- d) The remaining 50% of these Specific Losses recovered will be returned to the Plaintiffs who presented the documentation, covering their specific issues / losses.*
- e) All claims for recovered losses must be directly related to the claims against the Defendant and approved by the Lead Plaintiff before being submitted for recovery.
- f) The Lead Plaintiff will provide all documentation of receipts and financial burdens of final fee amounts awarded to the Plaintiffs if requested.*

#### 20. SUBSEQUENT CLAIMS

The Plaintiffs agree that they will not initiate or participate in any separate legal action against the Defendant for the claims specified in this Agreement, unless such action is explicitly permitted by the Lead Plaintiff. Any such independent legal action must be disclosed to all parties and will result in an adjustment to the distribution of recovered funds.

Signatures

Lead Plaintiff:

Name: Mark Lepore

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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Other Plaintiffs:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

NEXT PAGE

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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Legal Counsel:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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