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

**Megan Glasbrenner and Douglas Neal,**
**on behalf of themselves and all others**
**similarly situated,**

**CASE NO.: 25-CA-012779**

**Plaintiffs,**

**v.**

**THR Property Management L.P. and**
**Invitation Homes, Inc.,**

**Defendants.**
______________________________________/

**(AGREED) FINAL ORDER APPROVING**
**PROPOSED CLASS ACTION SETTLEMENT AND CERTIFYING THE SETTLEMENT CLASS**

THIS CAUSE came before the Court on the Unopposed Motion for Final Class Action Settlement Approval, Attorney Fees and Costs, and Class Representative Incentive Awards filed by Plaintiffs, Megan Glasbrenner and Douglas Neal, individually and on behalf of the Settlement Class ("Plaintiffs"), and Defendant THR Property Management L.P. ("THR") and Invitation Homes, Inc. ("IH") (collectively "THR" and "IH" are "Defendants") (collectively, Plaintiffs and Defendants are "the Parties"), seeking an Order granting final approval to the class action Settlement Agreement between the Parties. The Court has reviewed the filings of the Parties in support of final approval, considered the discussion of counsel, and is otherwise advised in the premises.

On April 26, 2026, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement. The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class, and the Parties set a Final Approval Hearing to take place on August 31, 2026 at 1:30 p.m.

On August 31, 2026 at 1:30 p.m., 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 Plaintiffs' Complaint with prejudice 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 counsel for the Settlement Class as Attorney' Fees and Expenses and (4) whether and in what amount to award Service Awards to Plaintiffs, and (5) the objection submitted by Elisabeth Whitmire to the proposed Settlement.

Based on the reasons that follow, the proposed class action settlement and Class Counsel's fee and Plaintiffs' service award application are APPROVED in their entirety, and Elisabeth Whitmire's objection is hereby OVERRULED.

## BACKGROUND AND PROCEDURAL HISTORY

Plaintiff Megan Glasbrenner originally commenced a putative class action against Defendant THR Property Management L.P. ("THR") in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Case No. 25-CA-001246, challenging Defendant THR's security deposit practices. Defendant THR thereafter removed the action to the United States District Court for the Middle District of Florida (Case No. 8:25-cv-00543), where Defendant THR then filed a motion to strike/dismiss class allegations and also filed a motion to dismiss Plaintiff Glasbrenner's claims. In response, Plaintiff Glasbrenner filed a First Amended Complaint, which added Plaintiff Douglas Neal, and added Defendant Invitation Homes Inc. The First Amended Complaint alleged additional class claims regarding Defendants' rent advertising practices.

During the pendency of that action, a separate putative class action asserting substantially overlapping claims, *Justin Voigt, et al. v. THR Florida, L.P., et al.*, was filed and subsequently removed to the United States District Court for the Southern District of Florida (Case No. 25-cv-60753). Defendants sought dismissal of the later-filed *Voigt* action pursuant to the first to file class action rule based on the earlier filed *Glasbrenner* action. While those proceedings were ongoing, the Parties agreed to stay further litigation in *Glasbrenner* while they engaged in informal discovery and explored a potential class wide resolution. Over the following months, the Parties exchanged substantial information relevant to the claims, defenses, potential class, and damages, including Defendants' production of class data that was reviewed and analyzed by Class Counsel.

Following this exchange of information and multiple discussions between counsel, the Parties participated in an in-person, full-day mediation in Miami, Florida on December 5, 2025, with Lance Harke, an experienced class action mediator. Although the mediation resulted in an agreement on a framework for settlement, the Parties continued negotiating the material terms and details of the proposed settlement for several additional months, ultimately reaching and executing the Settlement Agreement in March 2026. Following the mediation, Plaintiffs voluntarily dismissed the federal action without prejudice and refiled their claims in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, commencing the present Action. The Settlement provides a $20 cash payment to each Settlement Class Member who submitted a valid Claim, while Defendants separately bear the costs of Notice and settlement administration, Court approved attorney fees and litigation costs, and any Service Awards approved by the Court. Elisabeth Whitmire's objection to the Settlement was filed and briefed.

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

1. The Court has read and considered the papers filed in support of this Motion for Final Approval, Attorney Fees and Costs, and Plaintiffs' Incentive Awards, and exhibits thereto and supporting declarations, including the Settlement Agreement, the objection, and briefing on the objection from Plaintiffs, Defendants, and the objector.

2. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Megan Glasbrenner and Douglas Neal, individually and on behalf of a class of persons similarly situated ("Plaintiffs"), and Defendant THR Property Management L.P. ("THR") and Invitation Homes, Inc. ("IH") (collectively "THR" and "IH" are "Defendants.") Plaintiffs and Defendants are each referred to as a "Party" and are collectively referred to herein as the "Parties."

3. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members, pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2).

4. Venue is proper in this Court

**<u>Final Class Certification and Appointment of Class Representatives and Class Counsel</u>**

5. It is well established that "[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue." *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (citation omitted). In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class – i.e., all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied – except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Id; Amchem Products, Inc. v. Windsor,* 521 U.S. 591, 620 (1997).

6. The Settlement Class satisfies all the factors of Fla. R. Civ. P. 1.220.

7. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the following Settlement Class:

> All persons in Florida who signed a lease with Defendants or any of their subsidiaries or affiliated entities and paid a security deposit from February 15, 2021 through October 31, 2025

8. The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Florida Appellate Courts; (3) the immediate families of the preceding person(s); (4) any Released Party; (5) any Settlement Class Member who timely opts out of this Action; (6) any counsel of record; and (7) any class member who, by the date of the Preliminary Approval Order, had already released the claims at issue in this Agreement with Defendants.

9. The Court finally appoints Matthew T. Peterson of Consumer Law Advocate, PLLC as Class Counsel, and finds that he is experienced in class action litigation and has adequately represented the Settlement Class.

10. The Court finally designates Plaintiffs as the Class Representatives of the Settlement Class.

**<u>Notice and Claims Process</u>**

11. 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, (1) constituted the best practicable notice under the circumstances to Settlement Class Members, (2) 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, (3) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (4) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, 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 Approval Order (1) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (2) constitute due, adequate, and sufficient notice for all other purposes to all

Settlement Class Members; and (3) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable laws.

**Final Approval of the Class Action Settlement**

12. Florida Rule of Civil Procedure 1.220(e) requires judicial approval of any class action settlement. The factors ("*Grosso* Factors") a Florida trial court should consider when evaluating a class action settlement include: (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 risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all attendant risks of litigation. *Grosso v. Fid. Nat. Title Ins. Co.*, 983 So. 2d 1165, 1173–74 (Fla. 3d DCA 2008).

13. Because Florida Rule of Civil Procedure 1.220 is modeled on Federal Rule of Civil Procedure 23, Florida courts look to federal class settlement decisions, including the Eleventh Circuit's foundational decision in *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984), as persuasive authority. *Grosso*, 983 So. 2d at 1173.

14. The *Bennett* factors include: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense and duration of the litigation; (5) the substance and amount of opposition to the settlement;

and (6) the stage of the proceedings at which the settlement was achieved. *See Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984).

15. In weighing these factors, the Court may "rely upon the judgment of experienced counsel for the parties," and "absent fraud, collusion, or the like," Courts are often "hesitant to substitute its own judgment for that of counsel." *See Canupp v. Liberty Behavioral Health Corp*., 417 F. App'x 843, 845 (11th Cir. 2011) (citation omitted).

16. Review of the *Grosso* Factors compels the conclusion that the Settlement Agreement is finally approved in all respects as fair, reasonable, and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, were entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate and in the best interests of the Parties and the Settlement Class Members.

## ***Grosso* Factors**

**(1) The Complexity and duration of the litigation (*Grosso* Factor 1)**

17. The Court finds that the first *Grosso* factor weighs in favor of final approval. The Settlement was reached only after hard fought, adversarial litigation that provided the Parties with a meaningful understanding of the strengths and weaknesses of their respective positions. Defendants filed substantial motions to dismiss and strike that set forth their legal and factual defenses to Plaintiffs' claims, while Class Counsel conducted pre suit investigative discovery and obtained and analyzed class wide data produced by Defendants. The parties then mediated with experienced FRLTA and class action mediator, Lance Harke. The record demonstrates that the Parties had developed and tested their respective positions before reaching the Settlement.

18. Absent settlement, given the "particularly risky, expensive and complex"

nature of security deposit class actions, continued litigation of these claims would present substantial challenges and consume significant time, expense, and judicial resources. Absent settlement, the Parties would face additional motion practice, contested class certification proceedings, dispositive motions, potential trial, and appellate review. Even if Plaintiffs ultimately prevailed, any class-wide recovery could be delayed for years and achieved only after substantial additional expense to both sides. *See Lee v. Ocwen Loan Servicing, LLC*, No. 14-CV-60649, 2015 WL 5449813, at *9 (S.D. Fla. Sept. 14, 2015) (citation omitted) ("Even assuming litigation could obtain the results that this Settlement provides, years of litigation would stand between the class and any such recovery. Hence, this…factor weighs strongly in favor of granting final approval to the Settlement Agreement.")).

19. The law favors resolving class actions at an appropriate stage without requiring the parties to incur unnecessary litigation expenses merely to demonstrate that a settlement is informed. *See Ressler v. Jacobson*, 822 F. Supp. 1551, 1555 (M.D. Fla. 1992). Here, the Court finds that the Parties had sufficient information to evaluate the Action and that further litigation would have imposed substantial additional costs and delays without any assurance of a greater recovery for the Settlement Class.

20. Accordingly, the complexity and duration strongly support a finding that the Settlement is fair, reasonable, and adequate. The first *Grosso* factor is satisfied.

**(2) The reaction of the Class to the Settlement (*Grosso* Factor 2)**

21. Through implementation of the Court approved Notice Program, Settlement Class Members were afforded a full and fair opportunity to request exclusion from, or object to, the Settlement. The deadline to submit requests for exclusion or

objections was August 14, 2026. Of the 36,015 Settlement Class Members, only nine requested exclusion and only one Settlement Class Member, Elisabeth Whitmire, filed an objection.

22. The nine exclusions represent approximately 0.02% of the 36,015-member Settlement Class. Thus, approximately 99.98% of the Settlement Class did not request exclusion. The Court finds that this exceedingly low exclusion rate demonstrates an overwhelmingly favorable reaction to the Settlement and further supports the conclusion that the Settlement is fair, reasonable, and adequate. The exclusion rate is also consistent with exclusion rates accepted in comparable Florida Residential Landlord and Tenant Act class action settlements. *See Dana Mihalcean v. Bridge Investment Group Holdings LLC*, Case No. 2025-CA-006193 (Fla. 13th Jud. Cir., Hillsborough Cnty.) (Thomas, J.) (Final Approval Order entered Aug. 18, 2026) (granting final approval where one of 4,066 class members requested exclusion, representing approximately 0.02% of the class).

23. Accordingly, having considered the nine requests for exclusion and the single objection in the context of a Settlement Class consisting of 36,015 members, the Court finds that the reaction of the Settlement Class strongly supports final approval. The objection of Elisabeth Whitmire is overruled.

**(3) The Stage of the Proceedings (*Grosso* Factor 3)**

24. As discussed in connection with *Grosso* Factor 1, the stage of the proceedings also strongly supports approval. The Settlement was not reached at the outset of the dispute or without an adequate understanding of the strengths and weaknesses of the claims and defenses. Before reaching the Settlement, Defendants had filed substantial motions setting forth their positions and defenses, the Parties exchanged information

relevant to the claims and potential class wide relief, and the Parties participated in a full day, arm's length mediation with respected class action mediator Lance Harke.

25. By the time the Settlement was reached, Class Counsel possessed sufficient information to evaluate the merits of Plaintiffs' claims, Defendants' defenses, the potential class-wide recovery, and the risks associated with continued litigation. The record therefore demonstrates that the Settlement resulted from an informed evaluation of the case after meaningful motions filed by Defendants and an exchange of relevant information, rather than from a premature compromise.

26. Accordingly, the Court finds that the stage of the proceedings weighs strongly in favor of final approval under *Grosso* Factor 3.

**(4) The risk of establishing liability and damages (*Grosso* Factors 4 and 5)**

27. The risks of establishing liability and damages also favor approval. Even if Plaintiffs established that Defendants failed to comply with the procedural requirements of Fla. Stat. § 83.49, that would not necessarily establish that each Class Member was entitled to the return of his or her security deposit. Fla. Stat. § 83.49 (3) expressly preserves a landlord's right to file an action for damages after returning the security deposit to the tenant. Defendants therefore could contend that, even where the statutory security deposit procedures were violated, individual Class Members nevertheless owed amounts for unpaid rent, property damage, or other legitimate charges. These issues create meaningful uncertainty concerning Plaintiffs' ability to establish liability and entitlement to relief on a class-wide basis and could require individualized determinations regarding Defendants' underlying damages claims.

28. These risks are not merely hypothetical. Similar concerns were identified in *Harris v. Progress Residential Management Services, LLC*, No. 6:24-cv-859, 2026 WL 965491, at *20 (M.D. Fla. Feb. 12, 2026), where Magistrate Judge Irick issued a Report and Recommendation recommending denial of class certification in an action involving similar security deposit claims. The *Harris* decision illustrates the substantial risks Plaintiffs would face in attempting to establish entitlement to relief and maintain these claims on a class-wide basis through contested litigation.

29. The Settlement eliminates these significant uncertainties and provides Settlement Class Members with relief without requiring Plaintiffs to prevail on these contested liability, damages, and class-certification issues. Accordingly, the Court finds that the risks of establishing liability and damages weigh strongly in favor of final approval.

**(5) The risk of maintaining a class action (*Grosso* Factor 6)**

30. At the time the Settlement was negotiated, a fully briefed and contested motion for class certification was pending in *Harris v. Progress Residential Management Services, LLC*, No. 6:24-cv-859 (M.D. Fla.), an action involving similar security deposit claims. Before the Settlement Agreement was executed, Magistrate Judge Irick issued a Report and Recommendation recommending denial of class certification. *Harris*, 2026 WL 965491, at *20. The *Harris* decision demonstrates that the risk of obtaining and maintaining class certification in cases involving these types of claims was real and substantial, rather than merely theoretical.

31. Additionally, Defendants contend that certain Class Members entered into leases containing class-action waivers. Defendants maintain that these provisions are

enforceable and would preclude those Class Members from pursuing relief on a class-wide basis. Plaintiffs dispute Defendants' position, but the existence of these provisions creates an additional litigation risk. If Defendants prevailed as to the enforceability or applicability of the class-action waivers, some portion of the proposed Class could be excluded from any class wide recovery altogether. The Settlement eliminates this uncertainty and provides those Class Members with the same opportunity for relief without requiring Plaintiffs to first prevail in contested litigation concerning the enforceability and scope of the class-action waivers.

32. Taken together, the adverse class certification recommendation in *Harris* and the disputed class action waivers demonstrate the substantial risks Plaintiffs faced in obtaining and maintaining class certification through judgment and any subsequent appeal. The Court therefore finds that the risk of maintaining the Action as a class action strongly favors final approval.

**(6) A defendant's ability to withstand a greater judgment (*Grosso Factor 7)***

33. Defendants' ability to withstand a greater judgment does not weigh against approval. Although Defendants may have the financial capacity to continue defending this litigation and potentially withstand a greater judgment, that fact does not render the Settlement inadequate. Defendants recently entered into a substantial settlement with the Federal Trade Commission and now also face the monetary and other obligations imposed by the Settlement in this Action.

34. More importantly, the ability to withstand a greater judgment is only one consideration in the overall settlement analysis and is not dispositive. The relevant inquiry is whether the Settlement, considered as a whole and in light of the risks and

circumstances of the litigation, is fair, reasonable, and adequate. Here, any weight attributable to Defendants' ability to withstand a greater judgment is substantially outweighed by the numerous other factors favoring approval, including the substantial risks of establishing liability and damages, the risks of obtaining and maintaining class certification, the complexity and likely duration of continued litigation, the informed stage at which the Settlement was reached, and the immediate benefits made available to the Settlement Class.

35. Accordingly, the Court finds that Defendants' ability to withstand a greater judgment does not undermine the fairness, reasonableness, or adequacy of the Settlement and does not weigh against final approval.

**(7) The Reasonableness of the settlement in light of the best recovery and the attendant risks of litigation (*Grosso* Factors 8 and 9)**

36. In evaluating the Settlement against the range of possible recovery and its risks, the Court recognizes that "a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate." *Behrens v. Wometco Enters., Inc.,* 118 F.R.D. 534, 542 (S.D. Fla. 1988), aff'd, 899 F.2d 21 (11th Cir. 1990). Rather, the relief provided by a settlement must be considered in light of the risks, costs, and delays associated with continued litigation. *See Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) ("[C]ompromise is the essence of settlement.").

37. Here, although Plaintiffs sought greater relief through the litigation, recovery was uncertain. Plaintiffs faced substantial risks in establishing liability, obtaining and maintaining class certification, and proving damages on a class-wide basis. There was no assurance that Plaintiffs would ultimately prevail or that the Settlement Class would recover the full amount of damages sought.

38. Against those risks, the Court finds that the $20 cash payment available to Settlement Class Members is within the range of monetary relief approved in other Florida class action settlements involving similar claims under the Florida Residential Landlord and Tenant Act. In *Francis Mahoney v. The Pearl at Founders Square LLC*, Case No. 25-CA-001040 (Fla. 20th Jud. Cir., Collier Cnty.), on April 6, 2026, the court approved a settlement of similar FRLTA/FCCPA security-deposit claims providing approximately $15 per class member. Although *Mahoney* involved a substantially smaller class of 208 members, the court found the settlement fair, reasonable, and adequate after considering, among other things, the legal obstacles to recovery, the risks of maintaining the litigation through judgment and appeal, and the complexity, length, and expense of continued litigation.

39. Similarly, in *Dennis Walton Jr. v. YES Homesales, LLC and YES Hidden Oaks, LLC*, Case No. 01-2025-CA-001008 (Fla. 8th Jud. Cir., Alachua Cnty.), on March 23, 2026, the court granted final approval to a settlement providing an automatic $20 payment to each non-excluded member of a 3,339-member class. Although *Walton* involved mandatory arbitration provisions and automatic payments and therefore is not identical to the Settlement before this Court, the *Walton* court expressly found that the $20 per person monetary relief provided a significant benefit to the class and that the settlement was fair, reasonable, and adequate. *Id.*

40. The Court further finds that the litigation risk faced by the plaintiffs in *Walton* is comparable to the risk faced by Plaintiffs here. In *Walton*, the plaintiffs faced the risk that enforcement of the arbitration provisions would preclude class-wide litigation and recovery. Here, Plaintiffs faced a substantial risk that class certification

would be denied, likewise eliminating the possibility of obtaining relief on a class-wide basis. That risk was particularly significant in light of the Report and Recommendation in *Harris v. Progress Residential Management Services, LLC*, No. 6:24-cv-859-CEM-DCI, 2026 WL 965491, at *20 (M.D. Fla. Feb. 12, 2026), which recommended denial of class certification in an action involving similar landlord-tenant claims. Although the Report and Recommendation in *Harris* is not a final determination of class certification, it provided a concrete illustration of the substantial certification risk confronting Plaintiffs. Accordingly, while the procedural risks in *Walton* and this Action arise from different sources, both presented a substantial risk that Plaintiffs would be unable to obtain any class-wide recovery.

41. In evaluating the monetary relief provided by a class action settlement , "The range of potential recovery 'spans from a finding of non-liability through varying levels of injunctive relief,' in addition to any monetary benefits to class members." *Figueroa v. Sharper Image Corp.*, 517 F. Supp. 2d 1292, 1326 (S.D. Fla. 2007). "In considering the question of possible recovery, the focus is on the possible recovery at trial." *Saccoccio,* 297 F.R.D. at 693 (citation omitted). "[T]he Court's role is not to engage in a claim-by-claim, dollar-by-dollar evaluation, but rather, to evaluate the proposed settlement in its totality." *Figueroa*, 517 F. Supp. 2d at 1326 (citation omitted).

42. These comparable Florida class action settlements further support the Court's conclusion that the $20 cash payment made available under the Settlement constitutes meaningful monetary relief and falls within the range of reasonable settlement consideration for the claims at issue in this Action.

43. The Court has considered the monetary relief provided by the Settlement in relation to the potential recovery if Plaintiffs were to prevail, together with the substantial risks, expense, and delay inherent in continued litigation. The Court finds that the Settlement provides meaningful, certain, and immediate relief that might otherwise be delayed for years or not obtained at all.

44. Accordingly, the eighth and ninth *Grosso* factors therefore weigh in favor of final approval.

**Claims-made structure**

45. The Settlement's claims made structure is also fair and reasonable. The Court is not charged with choosing the payment structure that will provide the best possible relief to all class members or deciding whether a claims-made structure is absolutely necessary, but instead with determining whether the settlement presented is fair, reasonable, and adequate given the inherent risks and expense of further litigation. *See, e.g.*, *Casey v. Citibank, N.A.*, No. 1:13-CV-353, 2014 WL 4120599, at *3 (N.D.N.Y. Aug. 21, 2014)(claims-made structure fair, reasonable, and adequate because, *inter alia*, defendants would not have agreed to direct-pay and "[t]he Court does not have the authority to impose a preferred payment structure upon the settling parties").

46. Claims made settlements have been found to be fair, reasonable, and in fact more than adequate in FRLTA/FCCPA litigation, and have been found to be so even on final approval. *See Amy Kunce v. SPM of Alabama, LLC*, Orange County, Case No. 2025-CA-001302 (Final Approval Order August 10, 2026) (Honorable John D.W. Beamer) (claims-made settlement granted final approval where 41 of 677 class members submitted a valid claim, a 6.06% claims rate); *See also Hall v. Bank of Am., N.A.*, No.

1:12-CV-22700-FAM, 2014 WL 7184039, at *6 (S.D. Fla. Dec. 17, 2014) ("There is nothing inherently suspect about requiring class members to submit claim forms in order to receive payment.") (citation omitted); *Hamilton v. SunTrust Mortg. Inc*., No. 13-60749-CIV, 2014 WL 5419507, at *6 (S.D. Fla. Oct. 24, 2014) ("Filing a claim form is a "reasonable administrative requirement" which generally does not impose an undue burden on members of a settlement class.") (citation omitted); Filing a claim form is a "reasonable administrative requirement" which generally does not impose an undue burden on members of a settlement class. *Turner v. Gen. Elec. Co.*, No. 2:05-CV-186-FTM-99DN, 2006 WL 2620275, at *7 (M.D. Fla. Sept. 13, 2006)

47. Where, as here, a claims made process is a reasonable method for providing prompt and substantial relief to the class, requiring class members to file claim forms also maximizes the relief available to class members who opt to submit a claim. A settlement's fairness is judged by the opportunity created for the class members, not by how many submit claims. What matters is the settlement's value to each class member. It is ultimately up to each class member to decide whether to participate.

48. The Objector prefers a direct payment settlement, but a direct payment settlement "is not necessarily any fairer." *Lee v. Ocwen Loan Servicing, LLC*, No. 14-CV-60649, 2015 WL 5449813, at *18 (S.D. Fla. Sept. 14, 2015). A direct payment settlement creates a "choke" on the per-capita amount made available to class members. In direct payment settlements, defendants will not agree to pay each class member their entire alleged damages. This is particularly true where, as here, Defendants believe the class claims lack merit and cannot be certified, even more so with the *Harris* recommendation denying class certification. 2026 WL 965491, at *20. Direct payment

settlements thus tend to offer recoveries at much lower percentages of class members' alleged damages than in claims made settlements. On the other hand, where the per capita recovery is fair, as here, claims made settlements benefit the true tenants who genuinely believe they were wronged and who will therefore submit claim forms:

Negotiating for a smaller amount to go to Class Members would, in effect, unfairly reward some Class Members for their own indifference at the expense of those who would take the minimal step of returning the simple Claim Form to receive the larger amount. While a claims-made settlement structure does not guarantee an award to all class members, it does tend to maximize the opportunity available to each class member. *Lee*, 2015 WL 5449813, at *18.

**Class Administration**

49. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Administrator is hereby authorized and directed to issue Claim Settlement Payments to all Settlement Class Members who submitted valid, timely, and complete Claims, in accordance with the terms of the Settlement Agreement.

**Attorney Fees and Litigation Costs**

50. Class Counsel has filed a motion for attorney fees and litigation costs in the amount of $225,000, as provided by the Settlement Agreement. As discussed more fully below, Class Counsel's motion and application is **GRANTED.**

51. The award of attorney fees and costs to Class Counsel shall be paid from Defendants to Class Counsel within the time period and manner set forth in the Settlement Agreement.

52. The Court finds that the requested $225,000 in attorney fees and litigation costs is fair and reasonable for the reasons set forth herein.

53. “Florida’s class action rule, Rule 1.220, is based on Federal Rule of Civil Procedure 23, and this court may look to federal cases as persuasive authority in the interpretation of rule 1.220.” *Bawtinhimer*, 161 So. 3d 539, 540 (Fla. 5th DCA 2014). In the Eleventh Circuit, class counsel is awarded a percentage of the funds made available through a claims made settlement.

54. The percentage applies to the total fund created, even where the actual payout following the claims process is lower. *Hanley v. Tampa Bay Sports & Ent. LLC*, 2020 WL 2517766, at *5 (M.D. Fla. Apr. 23, 2020)(internal citation omitted) (noting that the percentage of the fund analysis applies to claims made settlements and that the “percentage applies to the total fund created, even where the actual payout following the claims process is lower”).

55. “[T]he valuation of counsel's fees should be based on the opportunity created for the Settlement Class — courts should give considerable weight to counsel's efforts to afford class members the opportunity to recover meaningful relief by availing themselves of a claims process that is procedurally fair. And counsel should not be penalized for class members' failure to take advantage of such a settlement.” *Montoya v. PNC Bank, N.A.*, No. 14-20474-CIV- GOODMAN, 2016 WL 1529902, at *23 (S.D. Fla. Apr. 13, 2016).

56. Courts in this Circuit have approved attorney fees and costs in claims made settlements based on the total monetary benefit made available to the class, regardless of the number of class members who ultimately submit claims. *See Dawn*

*Jewell and Kristin Wright v. Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital*, Hillsborough County Case No. 23-CA-014439 (Final Approval Order entered Oct. 6, 2025) (Honorable Emily A. Peacock) (approving attorney fees calculated as a percentage of the $7,008,960 in monetary relief made available to the class, representing the $15 cash payment available to each of 467,264 class members who had the opportunity to submit a valid claim); see also *Los Santos v. Millward Brown, Inc.*, No. 13-cv-80670-DPG, 2015 WL 11438497 (S.D. Fla. Sept. 11, 2015) (Gayles, J.) (Doc. Nos. 82, 84) (approving $2,750,000 in attorneyfees where, at time Class Counsel moved for fees 7,599 class members had submitted claim forms for $50 each for a distribution totaling only $379,950)

57. Furthermore, courts in other Florida Circuits have likewise approved attorney fees and costs in claims-made settlements involving similar claims under the Florida Residential Landlord and Tenant Act based on the total benefit made available to the class. *See Amy Kunce v. SPM of Alabama, LLC*, Orange County Case No. 2025-CA-001302 (Final Approval Order) (Honorable John D.W. Beamer) (approving an attorney fee award calculated based on a percentage of the monetary relief made available to class members, together with the value of debt relief obtained for class members and application of a multiplier). In approving the award, the court found that the requested attorney fees constituted "fair and reasonable compensation to Class Counsel." *Id.* at 6.

58. The $225,000 award of attorney fees and litigation costs represents approximately 32.96% of the $682,680 cash benefit made available to the Settlement Class. This percentage is consistent with the 33% attorney fee award recently approved in a similar FRLTA/FCCPA security deposit class action in this Circuit. *See Dana*

*Mihalcean v. Bridge Investment Group Holdings LLC*, Hillsborough County Case No. 2025-CA-006193 (Final Approval Order entered Aug. 18, 2026) (Honorable Cheryl Thomas.) (approving attorney fees equal to 33% of the $700,000 settlement fund made available to the class, with litigation costs and settlement administration expenses deducted separately). Accordingly, even when the requested attorney fees and litigation costs are measured solely against the cash benefits made available to Settlement Class Members, the requested $225,000 award falls within the range of fees approved in comparable class action settlements in this Circuit.

59. Moreover, although the Settlement provides for an award of $225,000 in attorney fees and litigation costs, the entire $225,000 does not constitute attorney fees. Class Counsel incurred $6,915.15 in litigation costs, consisting of $6,000 in mediation costs, $424.35 in filing fees in Case No. 25-CA-001246, $415.80 in filing fees in Case No. 25-CA-012779, and $75.00 in service costs. Accordingly, the attorney fee component of the $225,000 award is $218,084.85, which represents approximately 31.94% of the $682,680 in cash benefits made available to the Settlement Class. Thus, even when the attorney fee is measured solely against the cash benefits made available to Settlement Class Members, and without including settlement administration costs or any other benefits provided by the Settlement, the attorney fee represents less than the 33% benchmark commonly approved in class action settlements. *Asselta v. Nova Se. Univ.*, No. 0:22-CV-61147-WPD, 2025 WL 1560772, at *5 (S.D. Fla. May 28, 2025) (finding "an award of 33.3% of the Settlement Fund for attorney's fee is reasonable").

60. Class Counsel seeks reimbursement of $6,915.15 in litigation costs expended in connection with the prosecution of the case. Courts typically allow counsel

to recover their reasonable out-of-pocket expenses. Indeed, in this Circuit in similar FRLTA/FCCPA security deposit class actions, Courts have awarded reimbursement of mediation costs, case filing fees, and service of process costs. See *Dana Mihalcean v. Bridge Investment Group Holdings LLC*, Hillsborough County Case No. 2025-CA-006193 (Final Approval Order entered Aug. 18, 2026) (Honorable Cheryl Thomas.).

61. Indeed, courts normally grant expense requests in common fund cases as a matter of course. *See Flaum v. Doctor's Assoc., Inc.*, Case No. 16-61198-CIV (S.D. Fla. March 11, 2019) (Doc. No 175, slip op. at 15) (approving costs to Class Counsel); *see also Dowdell v. City of Apopka*, 698 F.2d 1181, 1191-92 (11th Cir. 1983) ("[W]ith the exception of routine office overhead normally absorbed by the practicing attorney, all reasonable expenses incurred in case preparation, during the course of litigation, or as an aspect of settlement of the case may be taxed as costs under section 1988."). Class Counsel submitted its Declaration in support of its request, which included a line item breakdown of actual costs incurred.

62. Moreover, the costs and expenses equated to approximately 1.013% of the settlement fund and is considered in line with normal expenditure amounts as a percentage of the total recovery amount. *See In re IMAX Secs. Litig.*, 2012 WL 3133476, at *6 (S.D.N.Y. Aug. 1, 2012) (listing cases approving costs and expenses totaling approximately 2% of the settlement funds); *see also James v. JPMorgan Chase Bank, N.A.*, 2017 WL 2472499, *2 (M.D. Fla. June 5, 2017) (approving recovery of mediation, travel, and other expenses incurred in connection with the matter). Notably, Class Counsel excluded travel, lodging, and meal costs incurred with this matter from the costs, which would have lowered the percentage of attorney fee request even further.

63. The Court has concluded that: the $225,000 request is fair and reasonable, specifically: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (e) Class Counsel have standard contingent fee agreements with Plaintiffs, who have reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement.

64. In reaching this determination, the Court has considered the objection submitted by Elisabeth Whitmire to the requested $225,000 in attorney fees and costs and finds that the objection does not establish a legal or factual basis to deny or reduce the $225,000 award. Accordingly, the objection to the Attorney Fees and costs is overruled.

**Service Awards**

65. Plaintiffs request a $3,000 incentive payment for each Plaintiff as the Class Representatives. "Incentive awards are not uncommon in class action litigation ... [which] compensate named plaintiffs for the services they provided and the risks they

incurred during the course of the class action litigation." *Allapattah Servs., Inc. v. Exxon Corp.,* 454 F. Supp. 2d 1185, 1218 (S.D. Fla. 2006). "[T]he Eleventh Circuit has not expressly set forth guidelines for courts to use in determining incentive awards, [but] there is ample precedent for awarding incentive compensation to class representatives." *Id.* In *Allapattah*, the court focused on the fact that "[t]his is not a case where lawyers inappropriately recruit plaintiffs to serve as 'figureheads' for suits the lawyers themselves want to file and settle" in granting an incentive award to class representative. *Id.* at 1220.

66. Here, Class Counsel represents that Plaintiffs: (1) provided information, including leases and screenshots to Class Counsel for preparing the complaint and other filings; (2) reviewed pleadings and filings; (3) communicated on a regular basis with Class Counsel to stay apprised of the progress of the litigation and settlement negotiations; and (4) reviewed and approved the Settlement Agreement. The Court finds that the requested Service Awards are fair and reasonable and awards each Plaintiff a $3,000 Service Award for serving as a Class Representative.

67. The Court further finds that the requested $3,000 Service Awards are consistent with, and below, service awards recently approved in similar FRLTA/FCCPA security-deposit class action settlements in Florida. *See Dana Mihalcean v. Bridge Investment Group Holdings LLC*, Hillsborough County Case No. 2025-CA-006193 (Final Approval Order entered Aug. 18, 2026) (approving a $3,500 service award in an FRLTA/FCCPA security-deposit class action in this Circuit); *Amy Kunce v. SPM of Alabama, LLC*, Orange County Case No. 2025-CA-001302 (Final Approval Order entered Aug. 10, 2026) (Beamer, J.) (approving a $5,000 service award in a claims-made

FRLTA/FCCPA class action settlement). These comparable awards further support the Court's conclusion that the requested $3,000 Service Awards are reasonable and appropriate.

68. Therefore, Class Counsel's application for a $3,000 service award for each Settlement Class representative is **GRANTED.**

69. In reaching this determination, the Court has considered the objection submitted by Elisabeth Whitmire to the requested Service Awards and finds that the objection does not establish a legal or factual basis to deny or reduce the $3,000 Service Awards. Accordingly, the objection to the Service Awards is **OVERRULED**.

**Release of Claims**

70. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Settlement Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement.

71. Furthermore, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Settlement Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising

from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

72. "In class action settlements, releases may include all claims that arise out of the same course of conduct alleged in the Complaint, known and unknown claims, or even claims over which the court lacked jurisdiction." *Faught v. Am. Home Shield Corp.*, No. 2:07-CV-1928-RDP, 2010 WL 10959223, at *15 (N.D. Ala. Apr. 27, 2010), aff'd, 668 F.3d 1233 (11th Cir. 2011) (citations omitted); *see also Thomas v. Blue Cross & Blue Shield Ass'n*, 333 Fed.Appx. 414, 420 (11th Cir. 2009) ("Given a broad enough settlement agreement ... and provided that [a class member] had notice of it and an opportunity to opt out, it is perfectly acceptable for the [settling class] action to preclude his claims, even if they could not have been part of that action itself.").

73. Too narrow a release would leave future defendants with little incentive to settle class action lawsuits on a claims made basis. A release of the Settlement Class' claims is a necessary precondition to Defendants' agreement to settle; without it, Defendants could be subject to individual lawsuits by individual class members for years to come, and would incur the additional costs associated with litigating those actions. Class members who wish to retain their claims and except themselves from the settlement's terms, including the release, have been given the opportunity to do so by opting out. This is fair, reasonable, and adequate under the law: "There is nothing unusual or unfair about Defendant's interest in finality and repose, nor in its desire to be released from Class Members' claims, and not be threatened with the prospect of potential double recoveries. Indeed, there would be no reason for a defendant to enter into a settlement of a class action that would leave it subject to additional class actions

asserting the same or similar claims." *Faught*, 2010 WL 10959223, at *15 (citations omitted).

74. The Releases, which are set forth in ⁋ 27 of the Settlement Agreement and which are also set forth below, 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 in ⁋ 28) are forever released, relinquished, and discharged by the Releasing Settlement Class Members (as that term is defined in the Settlement Agreement) from all Released Claims (as that term is defined below and in ⁋ 27 of the Settlement Agreement).

**<u>Exclusions to the Settlement</u>**

75. Mark Unkefer of American Legal Claims declared that seven Settlement Class Members submitted valid and timely Requests for Exclusion. After the signing of the affidavit, two more timely post marked exclusions were received. Accordingly, those nine individuals are excluded from the Settlement Class, shall not receive benefits under the Settlement, and are not bound by the Settlement Agreement, this Final Approval Order, or the releases contained in the Settlement Agreement.

76. The nine exclusions represent approximately 0.02% of the 36,015-member Settlement Class, meaning approximately 99.98% of the Settlement Class did not request exclusion. The Court finds that this exceedingly low exclusion rate further supports the conclusion that the Settlement is fair, reasonable, and adequate and does not reflect substantial opposition to the Settlement. The exclusion rate is also consistent with rates accepted in comparable FRLTA class action settlements. *See Dana Mihalcean v. Bridge Investment Group Holdings LLC*, Case No. 2025-CA-006193 (Fla. 13th Jud. Cir.,

Hillsborough Cnty.) (Thomas, J.) (Final Approval Order entered Aug. 18, 2026) (granting final approval where one of 4,066 class members requested exclusion, representing approximately 0.02% of the class).

**The Objection to the Settlement**

77. The Court has reviewed the objection and response to Plaintiffs and Defendants oppositions to the objection submitted by Objector Elisabeth Whitmire and considered the concerns raised therein. Although the Objector did not appear at the Final Approval Hearing to further present or support her objection, the Court has independently considered her objection and briefing in evaluating the Settlement. Having considered the objection, the arguments of the Parties, the record before the Court, and each of the *Grotto* factors relevant to final approval, the Court is satisfied that the Settlement is fair, reasonable, and adequate and that final approval is warranted. The Court therefore finds that the concerns raised in the Objector's objection do not provide a basis to deny final approval, and her objection is overruled in its entirety.

**IT IS SO ORDERED.**

DONE AND ORDERED in Chambers in Hillsborough County, Florida this 3 day of September, 2026.

Electronically Conformed 9/3/2026
Helene Daniel

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Honorable Helene Daniel
Circuit Court Judge