

IN THE CIRCUIT COURT OF THE 9th
JUDICIAL CIRCUIT, IN AND FOR
ORANGE COUNTY, FLORIDA
CASE NO.: 2023-CA-001951-O

KATE BUTCHER, an individual, and
BENJAMIN HUTTER, an individual,
o/b/o themselves, and all others similarly
situated,

Plaintiffs,

v.

CLASS REPRESENTATION

ANTIGUA CLUB ASSOCIATES, LTD.,
a Florida limited liability partnership, by
and through its general partner, ANTIGUA
CLUB, INC., a Florida corporation, and
CAMBRIDGE PROPERTY SERVICES,
INC., a Florida corporation, as agent for
GRAND RESERVE AT LEE
VISTA,”

Defendants.

_____ /

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING**

TO: [fullname]

**YOUR UNIQUE CLASS MEMBER IDENTIFICATION NUMBERS ARE:
Notice ID: [noticeid] PIN: [pin]**

**Please Read This Notice Carefully In Its Entirety
Your Rights May Be Affected By The Settlement
Of This Lawsuit Now Pending In This Court**

BASIC INFORMATION

1. Why was this notice issued?

A court authorized this notice because you have a right to know about a Proposed Settlement of this class action lawsuit against Defendants, Antigua Club Associates, Ltd., a Florida limited liability partnership, by and through its general partner, Antigua Club, Inc., a Florida corporation, and Cambridge Property Services, Inc., a Florida corporation, as agent for “Grand Reserve at Lee Vista,” and about your options before the Court decides whether to give final approval to the Proposed Settlement. This notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits will be provided, and who will receive them. This case is currently pending in the Ninth Judicial Circuit in and for Orange County, Florida and is known as *Kate Butcher and Benjamin Hutter v. Antigua Club Associates, Ltd., et. al.* Case No. 2023-CA-001951-O (the “Action”).

2. What is this lawsuit about?

In this lawsuit, it is alleged that Defendants violated state law when they collected lease termination fees imposed on vacating tenants which allegedly amount to unlawful liquidated damages (“Liquidated Damage Fees”) using lease expiration notices (“Lease Expiration Notices”) that did not technically comply with Fla. Stat. §83.575, by listing all fees, penalties, and other charges applicable to the tenant within the applicable limitations period and/or was not in technical compliance by being sent to the person within 15 days before the start of the notification period contained in the applicable lease. In particular, the Class Representatives have filed a Complaint against Defendants seeking relief on a class-wide basis for *inter alia* violations of the Florida Residential Landlord Tenant Act (“FRLTA”), Fla. Statute §83.40, *et seq.*, the Florida Consumer Collection Practices Act (“FCCPA”), and for unjust enrichment and/or restitution.

Defendants deny all claims and maintain they did not act wrongfully or unlawfully. Defendants contend that the claims of Kate Butcher and Benjamin Hutter (hereinafter “Class Representatives”) have no merit and that, if the lawsuit proceeded, Defendants would prevail at trial. Defendants have stated that they agreed to these settlement terms to avoid the inherent expenses and risks of protracted litigation.

3. Why is this a class action?

The parties have agreed, and the Court has ordered that, for settlement purposes only, this lawsuit may be maintained as a class action under Rule 1.220, Florida Rules of Procedure, subject to final approval at the conclusion of the settlement process. If the Proposed Settlement is not finally approved, or if any party withdraws from the Proposed Settlement, the lawsuit will return to the same status as before the Settlement Agreement was signed, and the Court will later determine if the case may proceed as a class action.

4. How do I know if I am part of the Proposed Settlement?

The Proposed Settlement includes all persons who meet each and every one of the following criteria:

All persons who between March 9, 2019 to the present (a) leased residential property in the State of Florida from Defendants (b) who received a demand for payment of Liquidated Damage Fees after the receipt of the Lease Expiration Notices that did not list all fees, penalties, and other charges applicable to the tenant and/or (c) were not sent a Lease Expiration Notice within 15 days before the start of the notification period contained in the applicable lease.

(“Class”)

The Proposed Settlement includes a subclass of persons who paid the Liquidated Damage Fees. (“Refund Class”)

You are receiving this Notice because it is believed that you meet the above criteria and that you are a member of the Class. This Class Settlement applies to Antigua Club Associates, Ltd., Antigua Club, Inc., Pembroke Associates, Ltd, Villa Grande on Saxon, LP and Jubilee Park II, LLLP

The Class has approximately 90 accounts contained in the class.

The Refund Class has approximately 90 accounts contained in the class.

5. Why is there a Proposed Settlement?

The parties arrived at the Proposed Settlement as a result of arms-length negotiations, including meetings between the lawyers for each side, and mediation before Mediator James R. Betts, Esq. The parties reached the Proposed Settlement before the Court determined whether class certification was appropriate. The Proposed Settlement is a compromise of disputed claims and does not mean that any law was violated or that Defendants did anything wrong.

THE PROPOSED SETTLEMENT BENEFITS

6. What benefits does the Proposed Settlement provide?

The Proposed Settlement provides both equitable and monetary benefits (“Settlement Benefits”):

- **Consent decree.** As part of the Final Judgment, the Court shall enter a consent decree:
 - (a). permanently enjoining Defendants from collecting or attempting to collect lease termination fees from tenants who terminate their leases without providing the mandated notice under Fla. Stat. §83.575(2);
 - (b). permanently enjoining Defendants from collecting or attempting to collect any

Liquidated Damage Fees from Class Members; and

(c). permanently enjoining Defendants from reporting negative credit reporting tradelines as to any Liquidated Damage Fees for any Class Member, and directing Defendants to submit appropriate reports to consumer credit reporting agencies (each, a “CRA”) requesting the deletion of negative credit reporting tradelines that have previously been submitted by Defendants as to any Liquidated Damage Fees for Class Members.

- ***Discharge of Debt.*** Defendants shall waive the right to collect any further monies as Liquidated Damage Fees from Class Members and shall discharge the unpaid Liquidated Damage Fees under any residential lease agreement subject to this Settlement. The aggregate amount of the Liquidated Damage Fees is approximately \$119,517.74 (“Discharged Termination Fees”). The discharge of monies owed by Class Members is limited to the Liquidated Damage Fee amounts at issue in the instant action and shall not apply to any other monies owed by Class Members to Defendants under the subject lease agreements.
- ***Settlement Fund.*** Defendants shall establish a settlement fund (“Settlement Fund”) with the Court-appointed Settlement Administrator through which to fund the Class Settlement, including statutory and actual damage award payments to Class Members, and other payments, including, but not limited to, attorneys’ fees, litigation expense and costs, and class representatives’ compensation. The Settlement Fund shall be established in the following manner:

(a) ***Statutory Damage Payment.*** Defendants shall deposit the amount of Ten Thousand Nine Hundred Fifty Dollars (\$10,950.00) (“Statutory Damage Funds”) into the Settlement Fund in resolution of the Class claim for statutory damages under the FCCPA. Each Class Member will *not* receive \$10,950. Instead, the Class Members will receive a check (“Statutory Damage Settlement Check”) for their *pro rata* portion of the Statutory Damage Funds without the need of a claim form. The Statutory Damage Settlement Checks shall be distributed to Class Members within thirty (30) days from entry of the Final Judgment.

(b) ***Refund Class Payment.*** Defendants shall deposit the amount of Seventy-one Thousand Three Hundred Seventy-Four and 86/100 Dollars (\$71,374.86) into the Settlement Fund in resolution of the claims for the Refund Class Members for a refund the full amount of the Collected Termination Fees (“Collected Termination Fee Refunds”). Settlement checks (“Refund Settlement Check”) will be distributed to Refund Class Members within thirty (30) days of entry of the Final Judgment. Each Class Member will *not* receive \$71,374.86, and some Class Members will not be eligible for the Refund Class Payment. With respect to persons who are also members of the Refund Class, the amount of the Refund Settlement Check will be based on the Collected Termination Fees paid on the account of the Class Member. To determine the amount of the Refund Settlement Check, access the website established by the

Settlement Administrator at www.ButcherClassAction.com using your unique Class Member Identifier Numbers above (*See*, page 1)

- ***Attorney’s Fees and Costs.*** Subject to Court approval, in resolution of the claim for reasonable attorneys’ fees and court costs, separate and apart from the recovery of the Class and subject to Court approval, Defendants shall pay the sum of Seventy-Five Thousand Dollars (\$75,000.00) (“Attorney Fee Award”). The Class Members will not share in the Attorney Fee Award.
- ***Class Representative Compensation.*** In addition to the benefits of the Class Members above, each Class Representative, Kate Butcher and Benjamin Hutter, shall receive the sum of Two Thousand Five Hundred Dollars (\$2,500.00) as and for an incentive award to each of the Class Representatives (“Class Representative Incentive Award”). Only Kate Butcher and Benjamin Hutter will receive the Class Representative Incentive Award.

Any monies from the Settlement Fund that remains unclaimed or undistributed after 160 days from the date of distribution of Settlement Checks will be given to Community Legal Services of Mid-Florida, Inc.

More details are in a document called the Settlement Agreement, which is available for your inspection at the Office of the Clerk, Orange County Courthouse, 425 N. Orange Avenue, Orlando, Florida 32801, during normal business hours and is available on the website for the Class Settlement at www.ButcherClassAction.com.

7. When will the Proposed Settlement go into effect?

The Court will hold a final approval hearing on **July 26, 2024, at 9:15 a.m.** to decide whether to approve the Proposed Settlement (*see* Question 17) including the request for attorneys’ fees and litigation expenses (*see* Question 14). Even if the Court approves the Proposed Settlement, there could be appeals. The time for an appeal varies.

The Proposed Settlement becomes final and binding on the Effective Date. If no appeals are taken, the Effective Date is the date on which the Court approves the Proposed Settlement as final, subject to certain conditions. If an appeal is taken, the Effective Date is the date when all appeals are complete, and the Proposed Settlement becomes final.

The Proposed Settlement will go into effect on the Effective Date.

8. How does the Proposed Settlement affect my rights?

If the Proposed Settlement is finally approved, the Court will enter a judgment dismissing all claims against Defendants with prejudice. Under the terms of the Proposed Settlement, each Class Member will release Defendants with respect to the claims that were raised or could have been

raised in the case. This means you cannot seek equitable relief or any type of monetary relief against Defendants based on most claims related to or arising out of your Lease Agreement with Defendants. You will be giving up all such claims, whether or not you know about them.

Your interests as a member of the Class will be represented by the Class Representatives and Class Counsel. You will not be billed for their services. Class Counsel will receive a fee only if the Court approves the Proposed Settlement, and the fee award will be set by the Court and paid from the Settlement Fund (*see* Question 13).

The Court's order will apply to you even if you objected or have any other claim, lawsuit, or proceeding pending against Defendants. If you have any questions about the release, you should consult with a lawyer.

9. If I do nothing, what am I giving up as part of the Proposed Settlement?

If you do nothing, you will be part of the Class. That means you cannot sue Defendants over the claims settled in this case. It also means that all of the Court's orders, including the release of claims and dismissal of the lawsuit with prejudice (*see* Question 8), will apply to you and legally bind you.

GETTING MONEY FROM THE PROPOSED SETTLEMENT

10. How do I obtain money from the Proposed Settlement?

If you are a member of the Class, you do not have to do anything to obtain a Settlement Check. If the Court grants final approval of the settlement, a Statutory Damage Settlement Check will be distributed from the Settlement Fund to all Class Members by mail. The amount of the Statutory Damage Settlement Check will be a *pro rata* portion of the Statutory Damage Funds based on the number of Class Members who do not exclude themselves from the Settlement (*see* Question 11).

With respect to persons who are also members of the Refund Class, the amount of the Refund Settlement Check will be based on the Collected Termination Fees paid on the account of the Class Member. To determine the amount of the Refund Settlement Check, access the website established by the Settlement Administrator at www.ButcherClassAction.com using your unique Class Member Identifier Numbers above (*See*, page 1)

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep your right to sue Defendants, you must take steps to remove yourself from the Proposed Settlement. This is called asking to be excluded from – or “opting out” of – the Class and the Proposed Settlement.

11. How do I remove myself from the Proposed Settlement?

If you choose to exclude yourself from the Class, you will not be bound by any order, judgment or settlement of the lawsuit. If you exclude yourself from the Class, you will not receive any benefits from this class action. You will retain and be free to pursue any claim against Defendants with respect to the Liquidated Damage Fees or with respect to any other legal claim under your Lease Agreement that would otherwise be released, and Defendants would retain any defenses to such claims.

To exclude yourself from the Proposed Settlement, you must mail a letter saying that you want to be excluded from the Class in *Butcher v. Antigua Club Associates, Ltd.* You must include your full name, current mailing address, and telephone number, and the letter must be signed by you personally. An exclusion form has been included with this notice for your use. Your letter or exclusion form requesting exclusion must be mailed or otherwise delivered to the following address such that it is **received by June 30, 2024**.

Butcher Class Action
c/o Settlement Administrator
PO Box 23698
Jacksonville, FL 32241-3698

You cannot exclude yourself on the phone or by email.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has appointed Robert W. Murphy, Esq. and Joseph M. Sternberg, Esq., to represent you and the other Class Members in this case. Mr. Murphy and Mr. Sternberg are called “Class Counsel.”

You will not be charged for representation by Class Counsel. Class Counsel’s compensation will be paid from the Settlement Fund. If you want to be represented by another lawyer, you may hire one at your own expense.

13. How will the lawyers be paid? What will the Representative Plaintiffs receive? What other expenses will be paid?

Class Counsel will ask the Court to approve attorneys’ fees and litigation expenses to be paid from the Settlement Fund. Class Counsel will ask the Court to award attorneys’ fees and litigation expenses not to exceed \$75,000.00 (“Attorney Fee Award”).

Class Counsel will also ask the Court to approve an incentive award of \$2,500 (“Incentive Award”) to be paid from the Settlement Fund to each Class Representative (Kate Butcher and Benjamin Hutter) for the time and resources that each has spent helping Class Counsel on behalf of the whole

Class, to be paid to the Representative Plaintiffs in addition to the Settlement Check. The Court may award less than the requested amount.

The cost of administering the Settlement (“Settlement Administration Expense”) will be paid separately by the Defendants.

No Class Member will owe or pay anything directly for attorney’s fees and expenses or the incentive award.

The Court must approve both the attorney’s fees and expenses for Class Counsel and the incentive award for the Class Representatives. The Court will conduct a hearing on attorney’s fees and litigation expenses at the same time as the final approval hearing.

The Attorney Fee Award, Attorney Costs, Incentive Award and Settlement Administration Expense will not be deducted from the Settlement Fund or otherwise reduce the amount of the Settlement Checks to Class Members.

OBJECTING TO THE PROPOSED SETTLEMENT

14. How do I tell the Court I don’t agree with the Proposed Settlement?

You may object to any part of the Proposed Settlement. To do so, you must file a written objection in the case *Kate Butcher and Benjamin Hutter v. Antigua Club Associates, Ltd., et. al.* Case No. 2023-CA-001951-O as filed in the Circuit Court of the 9th Judicial Circuit, in and for Orange County, Florida.

Any objection must set forth your full name, current mailing address and telephone number and must include: (a) a written statement explaining the reasons for your objection; (b) copies of any papers, briefs, or other documents you want to bring to the Court’s attention; (c) any evidence you wish to introduce in support of your objection; and (d) a statement of whether you or your lawyer will ask to appear at the final approval hearing to talk about your objections.

Your objection must be mailed or otherwise delivered to each of the following addresses so that it is **received by June 30, 2024**:

Court	Settlement Administrator
Orange County Courthouse Clerk of the Circuit Court 425 N. Orange Avenue Orlando, FL 32801	Butcher Class Action c/o Settlement Administrator PO Box 23698 Jacksonville, FL 32241-3698
Class Counsel	Defendants’ Counsel
Robert W. Murphy, Esquire 440 Premier Circle, Suite 240 Charlottesville, VA 22901	Cody German, Esq. Cole, Scott and Kissane, P.A. 9150 South Dadeland Blvd. Miami, Florida 33156

If you or your lawyer asks to appear at the final approval hearing, in addition to providing the above information, you must include in your objection letter: (a) the points you wish to speak about at the hearing; (b) copies of documents you intend to rely upon at the hearing; (c) the amount of time you request for speaking at the hearing; and (d) whether you intend to have a lawyer speak on your behalf.

If you intend to have a lawyer present, your lawyer must file a written notice of appearance of counsel with the Clerk of the Court no later than **June 30, 2024**.

15. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself from the Class, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a final approval hearing to decide whether the Proposed Settlement is fair, reasonable, and adequate and should be granted final approval. The Court will also consider whether to award attorneys' fees and other expenses to Class Counsel, whether to provide an incentive award to the Representative Plaintiff, and whether to enter a final judgment and dismiss the lawsuit. If there are objections, the Court will consider them. You may attend and you may ask to speak.

The final approval hearing will be on **July 26, 2024, at 9:15 a.m.**, before the Honorable Judge Brian S. Sandor, Orange County Courthouse, 425 N. Orange Avenue, Orlando, Florida 32801, in Judge Sandor's Courtroom. The hearing may be rescheduled or continued without notice by the Court.

The Proposed Settlement may be approved by the Court with modifications, and without further notice, if consented to by the Representative Plaintiffs and Defendants and their respective attorneys in accordance with the terms of the Settlement Agreement.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. If you send a written objection, you do not have to come to the final approval hearing to talk about it. As long as you mailed your written objection on time and according to the Court's rules, the Court will consider it. You may also pay your own lawyer to attend the final approval hearing, but it is not necessary.

IF YOU DO NOTHING

18. What happens if I do nothing?

You have the right to do nothing. If you do nothing, you will remain part of the Class and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the claims in this case, ever again. You will receive all the Settlement Benefits described in Paragraph 6 above.

GETTING MORE INFORMATION

19. How do I get more information?

If you have any questions concerning the matters dealt with in this notice, please direct your inquiries to the following Class Counsel:

Robert W. Murphy, Esquire
440 Premier Circle, Suite 240
Charlottesville, VA 22901
Email: rwmurphy@lawfirmmurphy.com

The pleadings and other records in this litigation are available at www.ButcherClassAction.com and may also be examined and copied during regular office hours at the Clerk of the Circuit Court, Orange County Courthouse, 425 N. Orange Avenue, Orlando, Florida. **PLEASE DO NOT TELEPHONE THE CLERK'S OFFICE OR THE JUDGE'S CHAMBERS CONCERNING THIS NOTICE OR THIS CASE.**